

# **AGREEMENT**

**between the**

**STATE OF WISCONSIN**

**and the**

**WISCONSIN EDUCATION ASSOCIATION COUNCIL**

**May 17, 2003 - June 30, 2003**

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## **AGREEMENT**

**1** This Agreement made and entered into this seventeenth day of May, 2003, at Madison, Wisconsin, pursuant to the provisions of ss. 111.80-111.94, Wis. Stats., by and between the State of Wisconsin and its Agencies (hereinafter referred to as the Employer) represented by the Department of Employment Relations and Wisconsin Education Association Council (through SPEIC Council #1) (hereinafter referred to as the "Union") as the representative of employees employed by the State of Wisconsin, as set forth specifically in Article II.

## **PURPOSE OF AGREEMENT**

**2** It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of the provisions of ss. 111.80-111.94, Wis. Stats., consistent with the legislative authority contained therein, and provides for orderly and constructive employment relations in the public interest and in the interests of employees hereby covered and the State as an Employer.

**3** The parties do hereby acknowledge that this Agreement represents an amicable understanding reached by the parties as the result of the unlimited right and opportunity of the parties to make any and all demands with respect to the Employer-employee relationship which exists between them relative to the subjects of bargaining.

## **ARTICLE I**

### **Scope of the Agreement**

**1/1/1** This Agreement relates only to classified employees of the State of Wisconsin in the Professional-Education unit as certified by the Wisconsin Employment Relations Commission. Employees in this collective bargaining unit are professional employees, statutorily defined as:

**1/1/2** A. Any employee engaged in work:

1. Predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical or physical work;
2. Involving the consistent exercise of discretion and judgment in its performance;
3. Of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time;
4. Requiring knowledge of an advanced type in a field of science or learning customarily acquired by a long course of specialized intellectual instruction and study in an institution of higher learning or a hospital as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual or physical processes; or

**1/1/3** B. Any employee who:

1. Has completed the courses of specialized intellectual instruction and study described in paragraph A./4., and
2. Is performing related work under the supervision of a professional person to qualify himself or herself to become a professional employee as defined in paragraph A.



## **ARTICLE II**

### **Union Recognition**

#### **Section 1 Bargaining Unit**

**2/1/1** A. The Employer recognizes the Union as the exclusive collective bargaining agent for persons employed by the State of Wisconsin in the following classifications:

<b>CLASSIFICATION</b>	<b>PAY RANGE</b>
Archeologist	13-02
Archivist	13-01
Child Nutrition Program Consultant	13-03
Conservator	13-02
Coordinator of Local History	13-03
Curator	13-01
Education Consultant	13-04
Education Consultant Coordinator	13-04
Education Program Coordinator	13-03
Education Program Specialist	13-03
Education Specialist	13-02
Educational Services Assistant - Education	13-01
Historic Preservation Specialist	13-02
Historical Collections Consultant	13-04
Librarian	13-01
Library Consultant	13-04
Local History Specialist	13-02
School Administration Consultant	13-04
Teacher	13-05

**2/1/2** B. Employees excluded from this collective bargaining unit are all project, confidential, limited term, management, supervisory, sessional, and all other employees of the State of Wisconsin.

**2/1/3** C. All employees covered by this Agreement are in the classified service of the State of Wisconsin as listed in the certifications by the Wisconsin Employment Relations Commission as set forth in this Section.

**2/1/4** D. The parties will review all new classifications related to the bargaining unit and if unable to reach agreement as to their inclusion or exclusion from the bargaining unit, will

submit such classifications to the Wisconsin Employment Relations Commission for final resolution.

**2/1/5** E. Disputes which may arise concerning the inclusion or exclusion of individual positions within the bargaining unit will also be submitted to the Wisconsin Employment Relations Commission for final resolution. The Employer agrees to give advance notice in writing to the Executive Director of the Union of any reallocation or reclassification action which results in the removal of an employee from the bargaining unit.

## **Section 2 Dues and Fair Share Deduction**

### **2/2/1 A. Dues Deduction**

Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms mutually agreed to and provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership dues in the Union. Such orders will be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. New individual orders will be submitted on or before the 25th day of any month for deduction the following pay period. Such deductions will be made from the employee's pay for the first pay period of each month, except that where the payroll of the department is processed by the centralized payroll of the Department of Administration, such deductions will be evenly divided between the A and B pay periods. Deductions will be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, income continuation insurance, and life insurance. Deductions will be in such amount certified to the Employer in writing by the Union. There will be only two (2) types of dues deductions, one for full-time and one for part-time employees. The Employer will be given thirty (30) days advance notice in writing by the Union of any changes in the certified deduction amounts.

**2/2/2** New authorization cards must be submitted as indicated above by the employees transferring from one employing unit to another employing unit and/or returning after a leave of absence without pay in excess of twelve (12) months. The Employer will remit all such deductions to the Union, within ten (10) days after the payday covering the pay period of deduction.

**2/2/3** Such orders may be terminable in accordance with the terms of the order the employee has on file with the Employer. However, under no circumstances will an employee be subject to the deduction of membership dues without the opportunity to terminate his/her order at the end of any year of its life or earlier by the employee giving at least thirty (30) but not more than one hundred and twenty (120) days written notice to the Employer and Union.

### **2/2/4 B. Fair Share Deduction**

Where a fair share certification is authorized by the Wisconsin Employment Relations Commission, the Employer agrees to deduct an amount determined by the Union from the earnings of the employees in the unit who are not exempt from fair share by operation of their dues deduction in Section 2/A. The Union will then remit to these employees the amount

not chargeable to fair share according to procedures consistent with state and federal law. Deductions will be made from the employee's pay for the first pay period of each month, except that where the payroll of the department is processed by the centralized payroll of the Department of Administration, such deductions will be evenly divided between A and B pay periods. Deductions will be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, and life insurance. The Employer will remit all such deductions to the Union, within ten (10) days after the payday covering the pay period of deduction.

**2/2/5** The Union will notify the Employer of those employees who are exempt from the fair share deduction and will notify the Employer of any changes in its membership affecting the operation of the provisions of this Article. The Union will notify the Employer of the amount determined by the Union to be the fair share of the cost of the collective bargaining process and contract administration by the Union. There will only be two (2) types of fair share deductions, one for part-time and one for full-time employees. The Employer will be given at least thirty (30) days advance notice in writing of any changes in membership or fair share deduction amounts for such changes to be effective at the next feasible administrative pay date.

**2/2/6** The Union will provide employees subject to fair share deduction with an internal mechanism within the Union which is consistent with the requirements of state and federal law and which will allow those employees to challenge the fair share amount determined by the Union as the cost of representation allowed under law and to receive, where appropriate, a rebate of any monies to which they are entitled. To the extent required by state or federal law, the Union will place in an interest bearing escrow account any disputed fair share amounts.

**2/2/7** Each January 31, and one (1) month after the effective date of this agreement, the Union will provide to the Employer a description of the procedures available to employees for the resolution of disputes between the employee and Union regarding the proper amount of such deductions.

**2/2/8** C. NEA/PAC Deductions

Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms provided by the Union the Employer will deduct from the pay to such employees those NEA/PAC contributions authorized by the employee.

**2/2/9** Such orders may be terminable in accordance with the terms of the order the employee has on file with the Employer.

**2/2/10** D. Administrative Errors

The Employer will correct administrative errors made by the Employer by an appropriate adjustment in the affected employee's pay within sixty (60) days following the discovery of the administrative error.

**2/2/11 E. Indemnification**

The Union, the Wisconsin Education Association Council, does hereby indemnify and will hold the Employer harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that will arise out of, or by reason of, action taken or not taken by the Employer, which Employer action or non-action is in compliance with the provisions of this Article, and in reliance on any lists or certificates which have been furnished to the Employer pursuant to this Article; provided that the defense of any such claims, demands, suits or other forms of liability will be under the control of the Union and its attorneys. However, nothing in this section will be interpreted to preclude the Employer from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense.

**Section 3 Visitations**

**2/3/1** The Employer agrees that the President of the Union and/or his/her designee(s) will be admitted to the Employer's premises during working hours by giving forty eight (48) hours advance notice to the appropriate Employer representative. Such visitors will be limited to three (3) at any given time. The Union will limit such visitations to a reasonable number of visits per work site per year. Employees functioning as Union visitors will be on leave without pay, earned annual leave or compensatory time. Leave without pay will be taken in accordance with 13/7/6. The Union visitor will, upon arrival, check in through the regular channels for receiving visitors and will be subject to the security rules in effect at the time. Such visitations will be for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for the adjustment of grievances. The Union agrees that such activities will not interfere with the normal work duties of the employees. The Employer has the right to designate a meeting place and to provide a representative to escort the Union representative if operational requirements do not permit unlimited access to that part of the premises where the meeting is to take place. The Employer will designate a reasonable and private meeting place.

**Section 4 Union-Management Meetings**

**2/4/1** Once each month unless mutually agreed otherwise at each facility where five (5) or more bargaining unit employees are employed, at a mutually agreed upon time, the appropriate representative of each employing unit or his/her designee and other representatives designated by the Employer will meet with two (2) representatives of the Union. For those employing units with less than five (5) bargaining unit employees, both the necessity and frequency of Union-Management Meetings will be determined by mutual agreement between the Union and Local Management. If such meetings are held, up to two (2) bargaining unit employees may be in attendance. However, such meeting will not interfere with classroom instruction. Additionally, once each quarter, unless mutually agreed otherwise, one Homecraft Teacher who will represent all of the Homecraft Teachers will meet with the Employer representatives of the Division of Vocational Rehabilitation. The Employer, at its discretion, may permit additional employees of the employing unit to attend a particular Union-Management meeting. Normally the number of management representatives will not exceed the number of Union representatives.

**2/4/2** The purpose of each meeting will be to:

- A. Discuss the administration of the Agreement;
- B. Disseminate general information of interest to the parties;
- C. Give the Union representative the opportunity to express his/her views on subjects of interest to employees of the bargaining unit;
- D. Consider health and safety matters relating to bargaining unit employees in the departments;
- E. Notify the Union of changes in conditions of employment contemplated by management, including reorganizations which may affect employees in the bargaining unit. Failure of the Employer to provide such information will not prevent the Employer from making any changes. However, management will make a reasonable effort to provide such notification.

**2/4/3** The parties agree that such meetings will be exclusive of the grievance procedure and grievances will not be considered at these meetings. Employees will be in pay status for time spent in Union-Management meetings held during their regularly scheduled hours of employment. Any travel and subsistence incurred will be the responsibility of the employee. The one Homecraft representative will be in pay status not to exceed eight (8) hours for attendance at the Union-Management meeting and any necessary travel to and from the meeting held during his or her regularly scheduled hours of work. The Uniserv Director or designee may be present and participate in all local management meetings upon four (4) days advance notice to local management.

## **Section 5 Statewide Union-Management Meetings**

**2/5/1** As mutually agreed, representatives of the Bureau of Collective Bargaining, Department of Employment Relations will meet with the Uniserv Director and the Union President or his/her designee. Discussion at these meetings will include, but will not be limited to, administration of this Agreement.

## **Section 6 Special Labor-Management Meetings on Professional Issues**

**2/6/1** Representatives of the Department of Employment Relations and affected agencies will meet with up to three (3) representatives of the Union from employing units employing five (5) or more members in the bargaining unit, as mutually agreed, once each fiscal year of this contract. Such meetings will be used to discuss professional concerns, standards and practices. Agenda items will be exchanged between the parties no later than fourteen (14) calendar days prior to the meeting. The parties agree that such meeting(s) will be exclusive of the grievance procedure and grievances will not be considered at these special labor-management meetings. Employees will be in pay status for time spent in special labor-management meetings held during their regularly scheduled hours of employment. Any travel and subsistence incurred will be the responsibility of the employee. The Uniserv Director or designee may be present and participate in these meetings.

## **Section 6A Affirmative Action**

**2/6A/1** The Union recognizes that the Employer is actively engaged in an affirmative action program, fully supports the concepts of such a program, and will assist in any way possible in the meeting of the objective of such a program in order to promote and encourage a full utilization of human resources in state service. In those employing units of Wisconsin Technical College System, Department of Public Instruction, Department of Health and Family Services, Department of Corrections, State Historical Society, and the University of Wisconsin-Madison General Library System with more than five (5) bargaining unit members and which have affirmative action committees, the Union will be permitted to appoint one (1) employee to serve as its representative on the committee.

## **Section 7 List of Union Officers**

**2/7/1** The Union will supply the Employer in writing and will maintain with the Employer on a current basis the complete list of all officers of the Union.

## **Section 8 Union Activity**

**2/8/1** Bargaining unit employees, including Union officers and representatives, will not conduct any Union activity or business on State time except as specifically authorized by the provisions of this Agreement. It is understood by the Union that the primary function of employees is the performance of their job-related duties.

## **Section 9 Printing of Agreement**

**2/9/1** The Union will be responsible for the printing of this Agreement. The Union will provide the Employer an opportunity to proof this Agreement prior to printing and distribution. Any material put into the Agreement that is not initialed and proofed by the Employer and Union will not be considered a valid part of this Agreement. The Employer will receive 900 copies and the Union will receive 1100 copies. Additional copies will be printed through arrangement with the Union. The Union will distribute this Agreement to all the employees covered by this Agreement. The Employer and the Union shall each pay fifty percent (50%) of the cost of printing this Agreement.

## **Section 10 Bulletin Boards**

**2/10/1** The Employer agrees to provide space on designated bulletin boards sufficient to allow the Union to post four (4) 8 ½" x 11" notices. Such space on bulletin boards will be at mutually agreed upon locations. All notices will be posted by the Union President or his/her designee and will relate to the matters listed below:

- A. Union recreational and/or social affairs;
- B. Union appointments;
- C. Union elections;
- D. Results of Union elections;
- E. Union meetings;
- F. Reports of Union standing committees, and;

G. Any other material authorized by the Employer or his/her designee and the President of the Union or his/her designee.

**2/10/2** No political campaign literature or material detrimental to the Employer or the Union will be posted.

## **Section 11 Personnel Lists**

**2/11/1** The Employer will furnish the Union on a quarterly basis an alphabetical list of active employees (in pay status) in the bargaining unit. The list will show the name, mailing address, work address, department code, class code, current hourly base pay rate and seniority date for each employee. These lists will be sent first class mail to the Union office.

**2/11/2** The Employer will provide the Union with a list of personnel officers to be contacted regarding the accuracy of such information.

**2/11/3** The Employer will furnish the Union with transaction reports on a biweekly basis. Each list shall identify those employees who were in pay status for the first time (new) and also identify those employees who were in pay status on the previous list but are not in pay status on the current list (term). A notation will also be included on the list if any information regarding an employee changed from the previous pay period.

## **Section 12 Telephone Use**

**2/12/1** Local Union officers and stewards may use existing telephone facilities during non-instructional hours for Union business providing such use does not interfere with or disrupt the normal operations of the facility. The location, number and procedure for using telephones will be mutually agreed to at the local level. Such use will not obligate the Employer for the payment of long distance or toll charges.

## **Section 13 Intra-Institutional Mail**

**2/13/1** The Union will be allowed to use the intra-institutional mail service and school mail boxes (if available) for the distribution of Union correspondence as listed below:

- A. Union recreational and/or social affairs;
- B. Union appointments;
- C. Union elections;
- D. Results of Union elections;
- E. Union meetings;
- F. Reports of Union standing committees;
- G. Any other material authorized by the Employer or his/her designee and the President of the Union or his/her designee.

## **Section 14 Representative Assemblies**

**2/14/1** A. Employees who are elected delegates will be granted three days leave without pay each year of the Agreement to attend the annual Wisconsin Education Association

Council Representative Assembly. This time off may be charged to vacation credits, holiday credits, earned compensatory time credits, professional development as stated in Article XI, Section 2 or leave without pay as the employee may elect.

**2/14/2** B. Once annually, no more than three (3) employees who are duly credentialed delegates or alternates to the National Education Association Representative Assembly will be granted time off without pay not to exceed five (5) days to attend said assembly. No more than two (2) employees from each employing unit will be permitted this time off. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this assembly.

**2/14/3** C. Employees on leave of absence without pay pursuant to subsections A. and B., above will continue to earn vacation, length of service and sick leave credits during these leaves of absence without pay.

## **Section 15 Orientation**

**2/15/1** The designated Union representative from the jurisdictional area will be granted thirty (30) minutes for Union orientation of new bargaining unit employees during non-instructional hours of the designated representative. The Employer retains the right to prohibit or terminate any Union orientation that contains political campaign information or material detrimental to the Employer. Attendance at Union orientation presentations will be voluntary. This orientation will be scheduled by the Employer and designated Union representative during the employee's first ten (10) days of employment.

## **Section 16 Use of E-mail**

**2/16/1** Existing e-mail facilities may be used by Union officers and representatives for Union business providing such use does not interfere with or disrupt normal operations of the facility. No political campaign literature or material detrimental to the Employer or the Union shall be distributed. This section will sunset on June 30, 2003, unless the parties mutually agree to extend.



## **ARTICLE III**

### **Management Rights**

**3/1/1** It is understood and agreed by the parties that management possesses the sole right to operate its agencies so as to carry out the statutory mandate and goals assigned to the agencies and that all management rights repose in management; however, such rights will be exercised consistently with the other provisions of this Agreement.

**3/1/2** Management rights include but are not limited to the following:

A. To utilize personnel, methods, and means in the most appropriate and efficient manner possible as determined by management.

B. To manage and direct the employees of the various agencies.

C. To transfer, assign or retain employees in positions within the agency.

D. To suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause.

E. To determine the size and composition of the work force and to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be inefficient or nonproductive.

F. To determine the mission of the agency and the methods and means necessary to fulfill that mission including the contracting out for or the transfer, alteration, curtailment or discontinuance of any goals or services.

**3/1/3** However, the provisions of this Article will not be used for the purpose of undermining the Union or discriminating against any of its members.

**3/1/4** It is agreed by the parties that none of the management rights noted above or any other management rights will be subjects of bargaining during the term of this Agreement. Additionally, it is recognized by the parties that the Employer is prohibited from bargaining on subjects prohibited by law.

## **ARTICLE IV**

### **Grievance Procedure**

#### **Section 1 Definition**

**4/1/1** A grievance is defined as, and limited to, a written complaint involving an alleged violation of a specific provision(s) of the Agreement.

**4/1/2** Only one subject matter will be covered in any one grievance. A grievance will contain a clear and concise statement of the grievance and state the issue involved, the relief sought, the date the incident or violation took place, and the specific section or sections of the Agreement involved. The grievance will be presented at Step One, to the designated supervisor involved, in quadruplicate (on forms furnished by the Employer to the Union and any prospective grievant) and signed and dated by the employee(s) and/or Union representative. Grievance forms not properly completed will be clarified at the Step One grievance meeting.

**4/1/3** A bargaining unit employee may choose to have his/her appropriate Union representative represent him/her at any step of the grievance procedure. If an employee brings any written grievance to management's attention without first having notified the Union, the management representative to whom such grievance is brought will immediately notify the Union representative and no further discussion will be had on the matter until the Union has been given notice and an opportunity to be present.

**4/1/4** Individual employees or groups of employees will have the right to present grievances in person or through other representatives of their own choosing at Steps One or Two of the grievance procedure, provided that the appropriate Union representative has been afforded the opportunity to be present at any discussions and that any settlement reached is not inconsistent with the provisions of this Agreement. No grievance may be submitted to arbitration without appeal being filed by and representation provided by the Union.

**4/1/5** All grievances must be presented in writing at Step One or Two, as appropriate, promptly and no later than thirty (30) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance.

**4/1/6** Steps One and Two of the grievance procedure may be waived by mutual agreement. In addition, where the same Employer representative hears more than one step of a grievance, those steps will be consolidated.

**4/1/7** Grievances relating to demotion, suspension, or discharge will be filed at Step Two. Grievances regarding denial of benefits in Article XIII, Section 8 (Leave of Absence with Pay due to Injury under Special Conditions) will be filed within thirty (30) calendar days of notification of denial of benefits and will be filed at Step Two.

#### **Section 2 Steps**

**4/2/1 Pre-Filing Step:** When an employee(s) and his/her representative become aware of circumstances that may result in the filing of a Step One grievance, it is the intent of the parties

that, prior to filing a grievance, the Union Representative will contact the immediate supervisor of the employee to identify and discuss the matter in a mutual attempt to resolve it. The parties are encouraged to make this contact by telephone. The State's DAIN line facilities will be used whenever possible.

**4/2/2** If the designated agency representative determines that a contact with the immediate supervisor has not been made, the agency representative will notify the Union and may hold the grievance in abeyance until such contact is made.

**4/2/3 Step One:** Within thirty (30) calendar days of receipt of the written grievance or within thirty (30) calendar days of the date of the supervisor contact provided for in 4/2/1, whichever is later, the appropriate agency representative will meet with the employee(s) and his/her representative(s) and attempt to resolve the grievance. By mutual agreement of the parties, the parties are encouraged to hold grievance hearings by telephone or video conferencing. The State's DAIN line facilities will be used whenever possible. A written decision will be placed on the grievance form following the meeting by the appropriate agency representative and returned to the employee(s) and his/her representative(s) within thirty (30) calendar days from receipt of the appeal to the agency representative.

**4/2/4 Step Two:** If dissatisfied with the Employer's answer in Step One, to be considered further, the grievance must be appealed to the designee of the appointing authority (e.g., Division Administrator, Bureau Director, or personnel office) within thirty (30) calendar days from receipt of the answer in Step One. Upon receipt of the grievance at Step Two, the department will provide copies of Steps One and Two to the Bureau of Collective Bargaining of the Department of Employment Relations as soon as possible. The designated agency representative will meet with the employee and his/her jurisdictional grievance representative and a non-employee representative of the Union may be present as a representative at the grievance meeting as the Union may elect. The Employer is not responsible for any travel and subsistence expenses. By mutual agreement of the parties, the parties are encouraged to hold grievance hearings by telephone or video conferencing. The State's DAIN line facilities will be used whenever possible.

**4/2/5** Following this meeting, the written decision of the agency will be placed on the grievance by the Appointing Authority of the agency or his/her designee and returned to the grievant and his/her representative, within thirty (30) calendar days from receipt of the appeal to Step Two, unless the time limits are mutually waived.

**4/2/6 Step Three:** Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by the Union or the Employer within thirty (30) calendar days from the date of the agency's answer in Step Two, or the grievance will be considered ineligible for appeal to arbitration. If an unresolved grievance is not appealed to arbitration, it will be considered terminated on the basis of the Second Step answers of the parties without prejudice or precedent in the resolution of future grievances. The issue as stated on the Second Step grievance and any amendments made thereon, in writing, at the Second Step grievance meeting will constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing.

**4/2/7** Notice of appeal to arbitration will be given by the moving party to the other party. The moving party will also request an ad hoc panel of arbitrators from the Wisconsin Employment Relations Commission (WERC), with a copy of the request letter sent to the other party.

**4/2/8** The parties will meet within seven (7) calendar days from the date of receipt of the panel of five (5) arbitrators from the WERC for the purpose of selecting an arbitrator from the panel.

**4/2/9** The procedure for selecting an arbitrator from the WERC panel to hear a particular case is as follows:

A. The parties may mutually agree to a panel member.

B. If the parties cannot agree on a panel member, then the parties will alternately strike names, with the coin flip loser striking first, until only one arbitrator remains. The determination of who strikes first will be made by a coin flip, with the coin flip loser striking first. If both parties disagree with the remaining arbitrator or object to the panel in its entirety, the parties will request the Wisconsin Employment Relations Commission to submit a second panel of arbitrators from which the final selection will be made by the process of alternate strikes.

**4/2/10** The fees and expenses of the arbitrator will be shared equally by the parties. If either party requests a transcript of the proceedings, the party requesting the transcript will bear the full costs for that transcript. The second party will have the right to copy the transcript. If such right is exercised, the second party will share equally in the cost of the original transcript. When an employee is subpoenaed by either party in an arbitration case, that employee may appear without loss of pay if he/she appears during his/her regularly scheduled hours of work provided the testimony given is relevant to his/her job function and is relevant to the arbitration case. On grievances where the arbitrability of the subject matter is an issue, a separate arbitrator will be appointed to determine the question of arbitrability unless the parties agree otherwise. Where the question of arbitrability is not an issue, the arbitrator will only have authority to determine compliance with the provisions of this Agreement.

**4/2/11** The arbitrator will not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and will not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

**4/2/12** The decision of the Arbitrator will be final and binding on both parties to this Agreement. The decision of the Arbitrator will be rendered within thirty (30) days from receipt of the briefs from the parties or the transcript in the event briefs are not filed.

**4/2/13** **The Pay Status of Arbitration Witnesses:**

When an employee is subpoenaed by either party in an arbitration case, that employee may appear without loss of pay if she/he appears during her/his regularly scheduled hours of work, providing the testimony given is related to her/his function or involves matters she/he has witnessed while performing her/his job and is relevant to the arbitration case. A

subpoenaed witness who appears during her/his non-scheduled hours of work shall be guaranteed an appearance fee of thirty six dollars (\$36.00).

### **Section 3 Special Arbitration Procedures**

**4/3/1** In the interest of achieving more efficient handling of routine grievances, including grievances concerning minor discipline, the parties agree to the following special arbitration procedures. These procedures are intended to replace the procedure in Subsection 4/2/5-11 for the resolution of non-precedential grievances as set forth below. If either of the parties believes that a particular case is precedential in nature and therefore not properly handled through these special procedures, that case will be processed through the full arbitration procedure in subsection 4/2/5-11. Cases decided by these methods of dispute resolution shall not be used as precedent in any other proceeding.

Arbitrators will be mutually agreed to by the Wisconsin Education Association Council and the State Department of Employment Relations (DER) for both of these procedures during the term of the contract.

#### **A. Expedited Arbitration Procedure**

1. The cases presented to the arbitrator will consist of campus or work site issues, short-term disciplinary actions [five (5) day or less suspensions without pay], denials of benefits under s. 230.36, Wis. Stats., and other individual situations to which the parties mutually agree.

2. The arbitrator will normally hear at least four (4) cases at each session unless mutually agreed otherwise. The cases will be grouped by agency and/or geographic area and heard in that area.

3. Case presentation will be limited to a preliminary introduction, a short reiteration of facts, and a brief oral argument. No briefs shall be made. If witnesses are used to present facts, there will be no more than two (2) per side. If called to testify, the grievant is considered as one of the two witnesses.

4. The arbitrator will give a bench or other decision within five (5) calendar days. The arbitrator may deny, uphold, or modify the action of the Employer. All decisions will be final and binding.

5. Where written decisions are issued, such decisions will identify the process as non-precedential in the heading or title of the decision(s).

6. The cost of the arbitrator and the expenses of the hearing will be shared equally by the parties.

7. Representatives of DER and the Wisconsin Education Association Council shall meet and mutually agree on an arbitrator.

## **B. Umpire Arbitration Procedure**

1. The Wisconsin Education Association Council and DER will meet with the Arbitrator no more than once every six (6) months.
2. The cases presented to the arbitrator will consist of campus or work site issues; short-term disciplinary actions [three (3) day or less suspensions without pay]; overtime distribution; and other individual situations to which the parties mutually agree.
3. Cases will be given an initial joint screening by representatives of the State Bureau of Collective Bargaining and the Wisconsin Education Association Council. Either party will provide the other with an initial list of the cases which it wishes to be heard on a scheduled hearing date at least forty-five (45) calendar days prior to a hearing date. This list may be revised upon mutual agreement of the parties at any time up to fifteen (15) calendar days prior to the hearing date.
4. Statements of facts and the issue will be presented by the parties, in writing, to the arbitrator at least seven (7) calendar days prior to the hearing date unless the arbitrator agrees to fewer days for that particular hearing date. If contract language is to be interpreted, the appropriate language provisions of the contract will also be provided to the arbitrator prior to the hearing.
5. Whenever possible, at least five (5) cases, grouped by agency and/or geographic area, will be heard at each session. The hearing site may be moved to facilitate the expeditious handling of the day's cases.
6. The case in chief will be limited to five (5) minutes by each side with an opportunity for a one minute rebuttal and/or closing. No witnesses will be called. No objections will be allowed. No briefs or transcripts shall be made. The Grievant and Union representative, plus a DER representative and the grievant's supervisor, will be present at the hearing and available to answer questions from the arbitrator.
7. The arbitrator will render a final and binding decision on each case at the end of the day, unless the parties agree to a different timeframe for the issuance of the arbitration award. The arbitrator may deny, uphold or modify the action of the Employer.
8. The cost of the arbitrator and the expenses of the hearing will be shared equally by the parties. The grievant and Union representative will attend the arbitration without loss of pay.

## **Section 4 Time Limits**

**4/4/1** Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding Employer answer. Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure may be appealed to the next step within seven (7) calendar days of the expiration of the designated time limits. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

**4/4/2** If the Employer representative with whom a grievance appeal must be filed is located in a work site other than that in which the grievance was processed in the preceding step, the mailing of the grievance appeal form will constitute a timely appeal if it is postmarked within the appeal period. Likewise, when an Employer answer must be forwarded to a work site other than that in which the Employer representative works, the mailing of the answer will constitute a timely response if it is postmarked within the answer period.

## **Section 5 Representation**

**4/5/1** An employee may consult with his/her appropriate Union representative during non-instructional working hours for a reasonable period of time relative to a grievance matter. If a formal meeting to prepare the grievance for hearing is required, the employee will first contact the employee's supervisor. The employee's supervisor will arrange a meeting to take place as soon as possible for the employee with his/her Union representative through the Union representative's supervisor.

## **Section 6 Retroactivity**

**4/6/1** Settlement of grievances may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed will be a date not earlier than thirty (30) calendar days prior to the date of initiation of the written grievance in Step One unless the circumstances of the case made it impossible for the employee to know he/she had grounds for such a claim prior to that date, in which case the retroactivity will be limited to a period of forty five (45) calendar days prior to the date the grievance was initiated in writing. Employees who voluntarily terminate their employment will have their grievances immediately withdrawn and will not benefit by any later settlement of a group grievance. Retirement will not be considered voluntary termination for purposes of this Section.

## **Section 7 Exclusive Procedure**

**4/7/1** The grievance procedure set out above will be exclusive and will replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.

## **Section 8 Jurisdictional Areas - Grievance Representatives**

**4/8/1** The number of Union grievance representatives and corresponding number of alternates will be as follows for the following jurisdictional areas.

### **A. Department of Public Instruction**

1. Madison (4 representatives)
2. WSD-Delavan (1 representative)
3. WSVH-Janesville (1 representative)
4. Milwaukee (1 representative)

B. State Historical Society of Wisconsin (Any other state agency located in Madison and not listed separately which employs education bargaining unit employees) (1 representative)

C. WTCS (DOT) (Educational Approval Board) (1 representative)

D. University of Wisconsin-System (6 representatives; UW-Madison, no more than 2 representatives; other campuses, no more than 1 representative per campus)

E. Department of Health and Family Services

1. Mendota Mental Health Institution (1 representative)
2. Winnebago Mental Health Institution (1 representative)
3. Southern Wisconsin Center for the Developmentally Disabled (1 representative)
4. Central Wisconsin Center for the Developmentally Disabled (1 representative)
5. Northern Wisconsin Center for the Developmentally Disabled (1 representative)
6. Wisconsin Resource Center (1 representative)
7. Homecraft Teachers - North of U.S. Hwy 10 (1 representative)
8. Homecraft Teachers - South of U.S. Hwy 10 (1 representative)

F. Department of Corrections

1. Black River Correctional Camp/Gordon State Camp (1 representative)
2. Dodge Correctional Institution (1 representative)
3. Green Bay Correctional Institution (1 representative)
4. Fox Lake Correctional Institution (1 representative)
5. Waupun Correctional Institution (1 representative)
6. Taycheedah Correctional Institution (1 representative)
7. Oakhill Correctional Institution (1 representative)
8. Kettle Moraine Correctional Institution (1 representative)
9. Columbia Correctional Institution (1 representative)
10. Oshkosh Correctional Institution (1 representative)
11. Racine Correctional Institution (1 representative)
12. Ethan Allen School (1 representative)
13. Lincoln Hills School (1 representative)

**4/8/2** During the term of this Agreement, any new employing units with bargaining unit employees will be considered a jurisdictional area and will be allowed one representative and one alternate.

**4/8/3** The Union will furnish to the Employer in writing the names of the grievance representatives for the above jurisdictional areas within thirty (30) calendar days after the effective date of this Agreement. Any changes thereto will be forwarded to the Employer by the Union as soon as the changes are made.



**4/8/4** Each grievance representative designated by the Union will be an employee in the jurisdictional area for which he/she is the designated representative. No Union grievance representative will be assigned more than one jurisdictional area and no Union grievance representative will process grievances outside his/her jurisdictional area. The Union grievance representative will be the only Union representative to process Steps One or Two of all grievances that arise in his/her jurisdictional area except as provided in Article IV, Section 2, Step Two. A non-employee representative of the Union may be present as a representative at the Step Two grievance meeting as the Union may elect.

**4/8/5** In emergency situations, exceptions to the jurisdictional areas in Article IV, Section 7 may be agreed to with the Department of Employment Relations Office. It is understood that this exception is not to be used to circumvent the obligation of the Union to designate jurisdictional grievance representatives.

## **Section 9 Union Grievances**

**4/9/1** Union officers who are members of the bargaining unit will have the right to file a grievance when any provision of this Agreement has been violated or when the Employer interpretation of the terms and provisions of this Agreement leads to a controversy with the Union over application of the terms or provisions of this Agreement. Such grievances must be designated as Union grievances at the initial step and must comply with the time limits previously set forth in this Article.

## **Section 10 Group Grievances**

**4/10/1** Group grievances are defined as, and limited to, those grievances which cover more than one (1) employee, and which involve like circumstances and facts for the grievants involved. Further, in a group grievance, only one (1) grievant, appearing without loss of pay, will be the spokesperson for the group. Group grievances must be so designated at the first step of the grievance procedure and set forth a list of all employees covered by the grievance. Relief is restricted to those employees identified by name in the group grievance. Individual grievances which meet the definition of group grievances as contained herein will be consolidated at each step of the grievance procedure whenever possible.

## **Section 11 Processing Grievances**

**4/11/1** The grievant will be permitted a reasonable amount of time without loss of pay to process his/her grievance during his/her non-instructional working hours.

**4/11/2** Union representatives will be permitted a reasonable amount of time without loss of pay to process grievances during their non-instructional working hours in their jurisdictional area.

**4/11/3** The Employer is not responsible for any compensation of employees or Union representatives for time spent processing grievances outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by grievants or Union representatives in the processing of grievances. Whenever possible, grievance meetings will be at the employee's work location and during the employee's regularly

scheduled hours of work. In processing grievances, the parties may agree to different communication techniques, such as conference calls or other techniques in lieu of face-to-face meetings. However, each party reserves the right to retain face-to-face meetings.

## **Section 12 Discipline**

**4/12/1** The parties recognize the authority of the Employer to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. An employee who alleges that such action was not based on just cause, may appeal a demotion, suspension, discharge, or written reprimand taken by the Employer beginning with Step Two of the grievance procedure, except that written reprimands will begin with Step One of the grievance procedure. An employee will be entitled to the presence of the designated grievance representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. Whenever it is appropriate, the Employer will give the employee and the employee's grievance representative advance notice of the Employer's intent to hold an investigatory interview.

**4/12/2** Unless Union representation is present during informal counseling or performance evaluation, disciplinary action cannot be taken at such counseling or performance evaluation meetings. The occurrence of an informal counseling or performance evaluation meeting will not be used as the basis for or as evidence in any subsequent disciplinary action. Such a meeting can be used to establish that an employee had been made aware of the circumstances which resulted in performance evaluation or informal counseling.

## **Section 13 Exclusion of Probationary Employees**

**4/13/1** Notwithstanding Section 11 above, the retention or release of probationary employees will not be subject to the grievance procedure.

## **ARTICLE V**

### **Seniority**

#### **Section 1 General**

**5/1/1** Seniority for employees hired after the effective date of this Agreement will be determined by the original date of employment with the State of Wisconsin. Seniority for existing bargaining unit employees will be their seniority date as of the effective date of this Agreement. Seniority for employees who become members of the bargaining unit during the term of this Agreement will be their adjusted continuous service date as of the time they became members of the unit. When the Employer becomes responsible for a function previously administered by another governmental agency, a quasi-public, or a private enterprise, the seniority of employees who become bargaining unit members as a result of this change of responsibility will be their adjusted continuous service date which gives credit for their service with the other governmental agency, quasi-public, or private enterprise as of the date of the change of responsibility. Such non-state seniority will not be considered as seniority for layoff purposes for the length of this Agreement. In accordance with the above, the employee with the earliest date will be considered having the greatest seniority. Such seniority will be changed only where the employee is separated from state service by discharge, resignation or layoff.

**5/1/2** Where separation has occurred and the employee is subsequently rehired, the date of rehire will begin the seniority date except that where within three (3) years of resignation an employee is rehired, his/her new seniority date will be the original date of employment adjusted to a new and later date which gives no credit for the period of resignation during which he/she was not an employee of the State.

**5/1/3** Where an employee is laid off and recalled from layoff within five (5) years thereof, he/she will retain his/her original date of employment for the computation of seniority.

**5/1/4** Where an employee is laid off and reinstated from layoff within five (5) years thereof, he/she will retain his/her original date of employment for the computation of seniority.

**5/1/5** In the event two (2) employees have the same seniority date, seniority of the one as against the other will be determined by age with the oldest employee considered having the greatest seniority.

**5/1/6** Management will be required to apply seniority as defined above only as specifically provided in this contract and subject to any limitations set forth in any particular Article or Section of this contract.

#### **Section 2 Seniority Information**

**5/2/1** Information on seniority will be maintained in the appropriate employing unit offices and will be available to Union representatives or employees upon request.

## **ARTICLE VI**

### **Hours of Work**

#### **Section 1 General**

**6/1/1** Employees in this bargaining unit are professional employees and, as such, are paid a predetermined salary each week irrespective of the number of hours worked in a workweek.

#### **Section 2 Definitions**

**6/2/1** Hours of work are defined as those hours of the day, days of the week, for which the employees are required to fulfill the responsibilities of their professional positions. The standard basis of employment is forty (40) hours in a regularly reoccurring period of one hundred and sixty eight (168) hours in the form of seven (7) consecutive twenty four (24) hour periods.

**6/2/2** The Employer will give the employees advance notice of permanent changes in the work schedules to allow for discussion at the local Union-Management Meeting prior to implementation of such change.

#### **Section 3 Compensatory Time**

**6/3/1** A. Compensatory time credit, not necessarily on an hour-for-hour basis, may be earned for hours worked in excess of forty (40) hours in a workweek for special assignments such as field trips, coaching, club or activities or special duty assigned by the Employer. Compensation for these credits will be in compensatory time off or cash. The method of payment will be determined by the Employer. The Employer will determine the amount of compensatory time credit for as many of these assignments as possible prior to the performance of these assignments. Problems with compensatory time will be an appropriate topic for discussion at the local Union-Management Meetings. Problems not resolved at the local Union-Management Meetings will be resolved at a statewide Union-Management Meeting provided in Article II, Section 5. (See Negotiating Notes #6A and #6B for a listing of some activities which will earn compensatory time when assigned at the Wisconsin School for the Deaf and the Wisconsin School for the Visually Handicapped, as well as the flat rate schedules to be applied.)

**6/3/2      B.      Scheduling of Compensatory Time Credits**

When compensatory time credits have been earned by an employee under the provisions of A., above, such credits will be scheduled and used prior to seasonal layoff or January 1, whichever comes first or those credits are lost. Compensatory time credits will be scheduled by employees with approval by their supervisor. However, if the Employer does not permit the employee to use accrued compensatory time by January 1, the Employer will permit the employee to carry such credits into the next calendar year or compensate the employee for such compensatory time in cash. Any compensatory time balance carried over from the previous year not used by the employee by June 20 of the following year will be compensated in cash.

**Section 4      Alternative Work Patterns**

**6/4/1**      The State of Wisconsin as an Employer recognizes the value and benefits of alternative work patterns to the employees. In the furtherance of this recognition, the Employer adopts the policy of strongly encouraging and working for the development and implementation of alternative work patterns in appropriate work environments, which includes giving due consideration to the needs and convenience of the public and clients served by the Employer. Implementation of alternative work patterns or any variations thereof will be by mutual agreement between the Employer and the Union. The Employer agrees that reasonable efforts will be made to explore the possibility of implementing alternative work patterns in appropriate work environments.

## **ARTICLE VII**

### **Transfers**

#### **Section 1    Transfer Registration**

**7/1/1**        Employees who have permanent status in their current classification titles or certification and desire to transfer within their department, will file a written request as prescribed by the agency with the appropriate personnel office indicating that interest.

#### **Section 2    Selection Process**

**7/2/1**        When a permanent vacancy occurs, in a permanent position, the Employer will review those requests on file from any employees in the same employing unit who are in the same classification as the vacancy and have indicated an interest in the specific vacancy.

**7/2/2**        Whenever a permanent vacancy occurs and the position is classified as Archivist, Curator, or Teacher, and the Employer determines that the position may be filled at the same classification, the Employer will review those requests on file from any employee in the same employing unit who are in the same classification as the vacancy and have indicated an interest in the specific vacancy.

**7/2/3**        In making a selection, the Employer will take into consideration qualifications, seniority and job requirements including certification. If the Employer determines that two (2) or more employees are equally qualified, seniority shall govern. Any employee who is selected for transfer will have three (3) work days in which to decline the offer.

**7/2/4**        Whenever a permanent vacancy is created involving a new bargaining unit position and the duties are substantially different or involve a different geographic location, the Employer will announce the vacancy in the employing unit in which the vacancy exists. The announcement will be in the same manner as the announcement for promotional exams. A period of five (5) calendar days will be allowed for interested employees to file a written request to be included in the group of applicants to be considered for that vacancy.

#### **Section 3    Transfer Between Employing Units**

**7/3/1**        In the event that the vacancy is not filled by transfer of an employee under provisions of Section 2 of this Article, the Employer will consider interested employees from other employing units in the department who have registered with the department, who are in the same classification as the vacancy and who have registered with the department. In making a selection, the Employer will take into consideration qualifications, seniority and job requirements, including certification. Any employee who is selected for transfer will have three (3) work days in which to decline the offer. In the event the vacancy is not filled by transfer, the Employer may fill the vacancy in accordance with the Wisconsin Statutes.

#### **Section 4 Notice of Non-Selection**

**7/4/1** In the event that no employee is selected from the transfer applicants, in Section 2 or 3 upon written request of the employee, the Employer will notify him/her and the Union in writing of the reasons for his/her non-selection.

#### **Section 5 Definition of Permanent Vacancy**

**7/5/1** For purposes of this Article, a permanent vacancy is created:

A. When the Employer has approval to increase the work force and decides to fill the new positions;

B. When any of the following personnel transactions take place and the Employer decides to replace the previous incumbent: terminations, transfers out of the bargaining unit, promotion or demotion;

C. If no employee has indicated a desire to transfer to a vacancy and the Employer fills such vacancy by transfer of an employee from another classification in the same salary range and determines that the vacated position is to be filled, such position will be subject to the provisions of Sections 2 and 3 of this Article;

D. Transfers within the bargaining unit resulting from either A., B., or C., above.

#### **Section 6 Transfer Limitations**

**7/6/1** A. The applications of the procedures in this Article will be limited to a maximum of three (3) transfers resulting from any given original vacancy.

**7/6/2** B. Employees may not transfer under the provisions of Section 2 and 3 of this Article more often than once every six (6) months.

**7/6/3** C. Employees transferring under the provisions of this Article will not be eligible for payment of any expenses by the Employer.

**7/6/4** D. In cases of involuntary transfer or reassignment to a different geographical area, the Employer will reimburse employees in accordance with s. 20.917, Wis. Stats. The transfer of employees of the Department of Corrections, the Wisconsin Resource Center and employees of Mendota Mental Health Institute who work with forensic unit patients, who elect to transfer as the result of physical or psychological trauma suffered from having been taken hostage, will be considered a reassignment for purposes of reimbursement. Only one reassignment per employee, per incident will be granted under this provision. This transfer, within or between employing units, will supersede the transfer provisions of this Article.

**7/6/5** E. In cases of involuntary transfer or reassignment, the Employer will take into consideration seniority, job requirements, ability and any special qualifications.

## **ARTICLE VIII**

### **Layoff Procedure**

#### **Section 1 Application of Layoff**

**8/1/1** The Union recognizes the right of the Employer to lay off or reduce the hours of employees in accordance with the procedures set forth in this Article. Such procedures, however, will not apply to:

- A. Temporary layoff of less than twenty one (21) consecutive calendar days; and/or
- B. Seasonal layoff of seasonal employees; and/or
- C. School year employees at institutions and schools, during recesses in the academic year and/or summer. Such employees will be considered on an approved leave of absence without pay during these periods.
- D. Permanent reduction in hours of full time employees up to twenty percent (20%).

#### **Section 2 Layoff Procedures**

**8/2/1** Preparation for and implementation of layoff. The following general procedures will apply in preparation for and implementation of a layoff.

A. In the event the Employer becomes aware of an impending reduction in the work force, the Union will be notified as soon as possible but not less than thirty (30) calendar days before the layoff occurs with respect to the impending reduction and will also inform the Union, if the information is then available, of the classifications or certifications in which the layoffs are to occur and the approximate number of positions to be eliminated. The Union and the Employer will meet, upon written request of either, after notification of the impending layoff for the purposes of mutual exchange of information then available on the matter.

B. The Employer has the right to layoff any employee(s) within the employing unit within the bargaining unit.

C. Limited term and project employees in the same class or certification within the employing unit (other than student employees), except those in federally funded positions where the funding is inherent in the position will be terminated prior to laying off bargaining unit employees. However, the Employer may exempt project employees in the class from being terminated in order to maintain, insofar as permitted by law, a reasonable affirmative action program and/or may exempt project employees with special skills which are necessary for the maintenance of an existing program from being terminated.



D. The Employer will notify each employee selected for layoff in writing as soon as possible but not less than fourteen (14) calendar days in advance of the established layoff date. That layoff notice will contain reference to the options available to that employee under this Article. A copy of such notice will also be sent to the Union at that time.

E. With the agreement of the Employer, a more senior employee may volunteer to be separated from employment in lieu of the layoff of a less senior employee with the guarantee that the Employer will not challenge the more senior employee's eligibility for unemployment compensation unless that employee, at a later point in time, refuses a reasonable offer of re-employment.

### **Section 3 Options Available to Employees Who Have Been Notified of Layoff**

**8/3/1** Upon notice of layoff, any employee may, within seven (7) calendar days elect one or more of the following options: Bumping, Transfer, Voluntary Demotion in lieu of layoff, or Layoff.

#### **8/3/2 A. Bumping**

##### **1. Bumping For Non-Teachers**

Within any employing unit, any employee, including those previously promoted out of the bargaining unit and serving their probationary period, upon notice of layoff or within seven (7) calendar days thereafter, may notify the Employer of his/her intention to bump. The employee may bump into the same or lower class in the same series for which the bumping employee is qualified and capable of performing without any trial period, where it is established that the employee who wishes to bump has the necessary job-related skills, knowledge, and abilities, and if required by the position, demonstrated leadership in the field, appropriate educational background, and/or successful work experience within the last five years in the specific areas of expertise. The employee with the least seniority occupying a position in the same or lower class will be laid off and will have the right to exercise transfer and bumping rights. However, the Employer may exempt employees in the class from being bumped in order to maintain, insofar as permitted by law, a reasonable affirmative action program and/or may exempt employees with special skills which are necessary for the maintenance of an existing program from being bumped. When requested, the Employer will provide the Union with written reasons for the exemptions. For purposes of bumping, Education Consultant and School Administrative Consultant will be treated as a class series, Education Specialist and Education Program Specialist will be treated as a class series and Library Consultant and Librarian will be treated as a class series.

##### **2. Bumping For Teachers**

Within any employing unit, any teacher, including those previously promoted out of the bargaining unit and serving their probationary period, may notify the Employer of his/her intention to bump. The teacher may bump the least senior teacher in a subject area for which the bumping teacher is certified, qualified and capable of performing without any trial period, as determined by the Employer, in accordance with the most recent training and experience description advertisement to fill the position and/or the most recent

position description, except that the Employer may exempt employees in the class in order to maintain, insofar as permitted by law, a reasonable affirmative action program and/or employees with special skills which are necessary for the maintenance of an existing program from being bumped. When requested, the Employer will provide the Union with written reasons for the exemptions.

**8/3/3**        B.        Transfer. Under the rules of the Administrator of the Division of Merit Recruitment and Selection, employees may submit request(s) for transfer to any position vacancy with the same or counterpart pay range within any state agency.

**8/3/4**        C.        Voluntary Demotion in Lieu of Layoff.

1.        With the approval of the Employer, an employee may voluntarily demote to a vacant position in a lower classification within his/her employing unit within the bargaining unit for which he/she is qualified.

2.        Upon voluntary demotion in lieu of layoff, the employee will be granted permanent status in the classification to which demoted.

## **Section 4 Recall**

### **8/4/1 A. Recall for Non-Teachers**

When a permanent vacancy is to be filled in an employing unit within a classification from which an employee was laid off or demoted in lieu of layoff or could have bumped to for which the laid off employee is qualified and capable of performing without any trial period, the employee will be recalled where it is established that the employee has the necessary job-related skills, knowledge, and abilities and if required by the position, demonstrated leadership in the field, appropriate educational background, and/or successful work experience within the last five (5) years in the specific area of expertise. Such employee will be recalled according to seniority with the most senior employee on layoff recalled first for a three (3) year period from the date of layoff.

### **8/4/2 B. Recall for Teachers**

When a permanent vacancy is to be filled in an employing unit within a certification held by a teacher who was laid off or demoted in lieu of layoff, for which the laid off teacher is certified, qualified and capable of performing without any trial period, as determined by the Employer, in accordance with the most recent training and experience description advertisement to fill the position and/or the most recent position description, the teacher will be recalled according to seniority with the most senior teacher on layoff recalled first for a three (3) year period from the date of layoff.

**8/4/3 C.** Employees are responsible for keeping the Employer notified of their current addresses and telephone numbers. The Employer will make a reasonable effort to notify employees being recalled either by mail or telephone. If unable to contact such employees within five (5) workdays, such employees will forfeit any further recall rights for the vacancy being considered.

**8/4/4** A laid off employee who fails to respond to a reasonable offer of recall within five (5) workdays or who fails to be available, unless there are extenuating circumstances, for work within ten (10) workdays after the acceptance, will forfeit any further recall rights. Recall rights of an employee supersede the transfer rights of other employees set forth in Article VII of this Agreement.

## **Section 5 Reinstatement**

### **8/5/1 A. Non-Teachers**

In addition to recall rights, the employee who is laid off may file a request within the department for which he/she worked to fill a vacancy with any employing unit within that department. Such employee will be appointed to any vacancy in the class from which they were laid off or could have bumped to for which he/she is qualified and capable of immediately performing, where it is established that the employee who seeks reinstatement has the necessary job-related skills, knowledge, and abilities, and if required by the position, demonstrated leadership in the field, appropriate educational background and/or successful work experience within the last five (5) years in the specific area of expertise.

**8/5/2      B.      Teachers**

In addition to recall rights, the employee who is laid off may file a request within the department for which he/she worked to fill a vacancy with any employing unit within that department. Such employee will be appointed to any teacher vacancy for which he/she is certified, qualified, and capable of immediately performing as determined by the Employer providing that no other employee has recall rights to such vacancy.

**8/5/3      C.** Employees are responsible for keeping the Employer notified of their current addresses and telephone numbers. The Employer will make a reasonable effort to notify employees being reinstated by mail and telephone. If unable to contact such employees within five (5) workdays, unless there are extenuating circumstances such employees will forfeit any further reinstatement rights. An employee who fails to respond to a reasonable offer of reinstatement within five (5) work days or who fails to be available, unless there are extenuating circumstances, for work within ten (10) work days after the acceptance will forfeit any further reinstatement rights.

**Section 6      Notification**

**8/6/1** In the event the employee is not selected for bumping, recall or reinstatement, the Employer will notify the employee in writing of the reason(s) upon the employee's written request.

## **Section 7    A Reasonable Offer**

**8/7/1**        A.        A reasonable offer of recall or reinstatement is defined as an offer of a job:

1.        with an assigned headquarters located less than forty (40) miles from the employee's home unless the employee's work site prior to his/her layoff was at a greater distance from his/her home in which case a job offer will be reasonable if the headquarters of the position offered is no further from the employee's home than was the distance of the previous work site, and

2.        the number of work hours required does not vary substantially from the number of hours previously allocated to the position from which the employee was laid off, and

3.        the pay range of the position offered is no more than two (2) pay ranges lower than the pay range of the position from which the employee was laid off unless the employee's rate of pay at the time of layoff is maintained in the position offered, and

4.        an offer of limited term employment or project-project employment will not constitute a reasonable offer under the provisions of this Article.

**8/7/2**        B.        The voluntary demotion, transfer, recall, and reinstatement provisions of this Article supersede the provisions of Article VII, Transfer.

## **Section 8    Salary**

**8/8/1**        A.        An employee who voluntarily demotes in lieu of layoff will continue to receive his/her current rate of pay, plus any subsequent across-the-board pay adjustments, unless the employee demotes more than two (2) pay ranges lower than the position from which the employee is laid off. If the employee demotes more than two (2) pay ranges his/her rate of pay will not exceed the maximum of the pay range to which the employee has demoted.

**8/8/2**        B.        An employee who bumps to a lower classification will continue to receive his/her current rate of pay, plus any subsequent across the board pay adjustments unless the employee bumps more than two (2) pay ranges lower than the position from which the employee is laid off. If the employee bumps more than two (2) pay ranges his/her rate of pay will not exceed the maximum of the pay range to which the employee has bumped.

**8/8/3 C. Recall/Reinstatement of Non-Separated Employees.**

1. A laid off employee who has retained employment status and whose salary was maintained will retain his/her current rate of pay upon recall/reinstatement unless the employee is recalled/reinstated to a position more than two (2) pay ranges lower than the position from which the employee is laid off. If the employee is recalled/reinstated to a position more than two (2) pay ranges lower, his/her rate of pay will not exceed the maximum of the pay range to which the employee has been recalled/reinstated.

2. A laid off employee who has retained employment and whose salary had been reduced will, upon recall/reinstatement, receive his/her rate of pay at the time of layoff plus any intervening across the board general pay adjustments unless the employee is recalled/reinstated to a position more than two (2) pay ranges lower than the position from which the employee is laid off. If the employee is recalled/reinstated to a position more than two (2) pay ranges lower, his/her rate of pay will not exceed the maximum of the pay range to which the employee has been recalled/reinstated.

**8/8/4 D. Recall/Reinstatement of Separated Employees.**

A separated employee who is recalled/reinstated will receive his/her last rate of pay plus any intervening across the board general pay adjustments unless the employee is recalled/reinstated to a position more than two (2) pay ranges lower than the position from which the employee is laid off. If the employee is recalled/reinstated to a position more than two (2) pay ranges lower, his/her rate of pay will not exceed the maximum of the pay range to which the employee has been recalled/reinstated.

**Section 9 Employing Units**

**8/9/1** The Employer will provide the Union thirty (30) days advance notice of any change in employing unit structure. The Union will have the opportunity to discuss these changes with the Department of Employment Relations.

**Section 10 Benefit Retention**

**8/10/1** The Employer agrees that employee(s) on temporary layoff under Section 1/A. will continue to earn vacation, sick leave and length of service credits during each temporary layoff conducted by the Employer during the term of the Agreement.

**8/10/2** Additionally, the Employer agrees to continue its payments for Health Insurance pursuant to Article XII, Section 5 for employee(s) on temporary layoff.

**Section 11 Contracting Out**

**8/11/1** When a decision is made by the Employer to contract or subcontract work normally performed by employees of the bargaining unit, the Employer agrees to a notification and discussion with a representative of the Union at the time of the Request for Purchase Authority (RPA) but not less than thirty (30) days in advance of the implementation. The Employer will not contract out work normally performed by bargaining unit employees in an employing unit if

it would cause the separation from the state service of the bargaining unit employees within the employing unit who are in the classifications which perform the work. It is understood that this provision will not limit the Employer's right to contract for services which are not provided by the employing unit, services for which no positions are authorized by the legislature, or services which an agency has historically provided through contract (including, but not limited to, group home services, child caring institutions, and services under s. 46.036, Wis. Stats.). If an employee is involuntarily transferred or reassigned as a result of subcontracting, every reasonable effort will be made to retain the employee in the same geographic area and at the same rate of pay.

**8/11/2** Upon the Union's request, the agency head or his/her designee will meet with a representative of the Union within seven (7) days to discuss the matter and provide information about the planned contract.

## **Section 12 Layoff Assistance**

**8/12/1** With the approval of the Appointing Authority, an employee who has received written notice from the Appointing Authority of being at risk of layoff or who has received a notice of layoff shall be granted one or more of the following:

- A. Up to forty (40) hours without loss of pay to attend job training;
- B. Assistance or training in the preparation of a resume;
- C. Up to forty (40) hours time without loss of pay for job search activities, including interviews and examinations in addition to the time specified in 13/15/1;
- D. Unpaid leave of absence for interviews, examinations, and other job search activities;
- E. Use of office equipment and supplies where available;
- F. Teacher placement services at the University of Wisconsin without cost to the employee.

For job search activities which require the employee to be absent from the work site, the employee shall give the Employer at least five (5) workdays notice, where possible.

This provision will be reviewed and may be extended by mutual agreement in the next set of negotiations.

**8/12/2** While the Layoff Referral Service is operational, upon approval of his/her supervisor, an employee who has received written notice from the Appointing Authority of being at risk of layoff or has received a notice of layoff shall be allowed once during each seven (7) day period to access the Layoff Referral Service, without loss of pay, or provided information from the Layoff Referral Service. It is recognized that access to the Service may take the employee more time than normally expected; therefore, upon approval of the supervisor, more access time may be granted depending on individual circumstances.

This provision will be reviewed and may be extended by mutual agreement in the next set of negotiations.

## **ARTICLE IX**

### **Health and Safety**

#### **Section 1 First Aid Equipment**

**9/1/1** Adequate first aid equipment will be provided at appropriate locations.

#### **Section 2 Tools and Equipment**

**9/2/1** The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer.

#### **Section 3 Foot Protection**

**9/3/1** The Employer reserves the right to require the wearing of foot protection by employees. In such cases, the Employer will provide a safety device or, if the Employer requires the purchase of approved safety shoes, the Employer will pay an allowance of nine dollars (\$9.00) per year payable the first pay check of the calendar year.

#### **Section 4 Buildings**

**9/4/1** The Employer will provide and maintain all state-owned buildings, facilities, and equipment in accordance with the directions of the State Department of Commerce. Where facilities are leased, the Employer will make a reasonable effort to assure that such facilities comply with the directions of the State Department of Commerce.

#### **Section 5 Transportation of Tools**

**9/5/1** The Employer agrees to provide the transportation of necessary tools, equipment, materials and supplies which cannot reasonably or safely be transported by hand.

#### **Section 6 Motor Vehicles**

**9/6/1** All passenger cars, trucks, truck tractors, buses, or multi-passenger vehicles which have a date of manufacture on or after January 1, 1968, and which are covered by the applicable safety standards of the National Traffic and Motor Vehicle Safety Standards issued by the U.S. Department of Transportation, Federal Highway Safety Bureau, that are provided by the Employer for the use of or operation by the employees covered by this Agreement will meet all applicable safety standards for equipment as contained in the appropriate federal statutes and rules. Employees are required to report any unsafe condition and are responsible for properly using and caring for the motor vehicles of the Employer. The Employer will be responsible for repairing such unsafe condition.



## **Section 7 Protective Clothing**

**9/7/1** The Employer will furnish protective clothing and equipment in accordance with the standards established by the Department of Commerce.

## **Section 8 Eye Protection**

**9/8/1** The Employer reserves the right to require eye protection for employees. In such cases the Employer will provide the appropriate type of safety glasses for the duties performed to protect the health and safety of the employee. If an eye examination for required safety glasses is necessary, the Employer will pay the cost for one examination during the life of this contract to the extent not covered by the employee's selected health program. Employees must contact local management for proper procedures before getting an eye examination. The employee will be responsible for the cost of any nonessential feature.

**9/8/2** Employees whose assigned duties require high VDT-CRT use [five (5) hours per day] are encouraged to have an eye examination. Employees who avail themselves of such examination will be reimbursed for one (1) examination not covered by their present health insurance during the life of the contract.

## **Section 9 VDT-CRT**

**9/9/1** The Wisconsin Labor Management Safety Committee Report, "Health and Safety Aspects of Video Display Terminals" (May 1985), recommendations define optimum conditions for VDT-CRT use and will be incorporated in purchasing/design guidelines for management's purchase or design of equipment and work areas. Each agency will appoint an ergonomic coordinator who will be responsible for evaluating ergonomic conditions and assisting employees who experience problems relating to these issues. This Section is not subject to Article IV but may be a topic of labor-management meetings.

## **Section 10 Ear Protection**

**9/10/1** The Employer reserves the right to require ear protection for employees in accordance with OSHA guidelines. In such cases the Employer will provide the appropriate type of ear protection.

## **Section 11 Safety and Security Training**

**9/11/1** In those employing units where security of inmates is involved, supervisors will orient new employees to appropriate safety and security precautions within the first two (2) weeks of employment. Current employees will be provided the opportunity to take part in safety and security training appropriate to the work environment once during the term of the Agreement. It is recognized by the parties that security and safety training relates to important duties of employees in this bargaining unit employed in adult and juvenile correctional institutions.

## **Section 12 Compliance Limitation**

**9/12/1** The Employer's compliance with this Article is contingent upon the availability of funds. If the Employer is unable to meet the requirements of any Section of this Article due to a lack of funds, the Employer will make a positive effort to obtain the necessary funds from the appropriate legislative body.

## **Section 13 Liability Protection**

**9/13/1** The provisions of s. 895.46, Wis. Stats., are hereby incorporated into this Agreement.

## **Section 14 Abnormally Hazardous Tasks**

**9/14/1** In the event an employee has determined that the task he/she has been assigned or working conditions are abnormally dangerous, he/she shall inform his/her immediate supervisor in writing. Upon receipt of such written claim by the supervisor, the supervisor shall review the situation with the employee and attempt to resolve the matter.

**9/14/2** In attempting to resolve the employee claim the supervisor at his/her discretion may attempt to make work place task performance and/or task assignment changes consistent with health and safety considerations and the availability of additional or alternate personnel. The supervisor may order the employee to perform the task or at the supervisor's discretion assign the affected employee to other available work consistent with the work usually performed by the employee.

## **ARTICLE X**

### **Miscellaneous**

#### **Section 1 Discrimination Prohibited**

**10/1/1** The parties agree that their respective policies will not violate the rights of any employees covered by this Agreement because of age, sex, creed, color, national origin, handicap, marital status, sexual orientation, Union or non-Union affiliation.

#### **Section 2 Personnel File**

**10/2/1** A. Upon written request to his/her agency or department, an employee will, within a reasonable time, have an opportunity to review his/her official personnel file in the presence of a designated management representative. A Union representative may accompany the employee when reviewing his/her personnel file. However, employees will not be entitled to review confidential pre-employment information or confidential information relating to promotions out of the bargaining unit.

**10/2/2** B. A copy of any material placed in an employee's file which may affect his/her job performance evaluation will be immediately presented to the employee involved. This material will be for informational purposes only. The employee may make a written statement regarding his/her position on the material placed in his/her file and such statement will be appended to the material which is the subject of the employee's statement.

**10/2/3** C. Upon written request of the employee, the Employer will remove written reprimands from the employee's official personnel file one (1) year after being issued, and suspensions three (3) years after being issued, provided the employee has received no further discipline for similar work rule violations since the written reprimand or suspension, and provided the suspension was not for conduct constituting a criminal violation.

#### **Section 3 Work Rules**

**10/3/1** The Employer agrees to establish reasonable work rules. These work rules will not conflict with any provisions of this Agreement. Newly established work rules or amendments to existing work rules will be reduced to writing and furnished to the Union at least seven (7) calendar days prior to the effective date of the rule. For purposes of this Agreement, work rules are defined as and limited to:

“Rules promulgated by the Employer within its discretion which regulate the personal conduct of employees.”

**10/3/2** Work rules are to be interpreted and applied uniformly to all employees under like circumstances. The reasonableness of work rules which includes both the application and interpretation may be challenged through the grievance procedure contained in this Agreement.

## **Section 4 Inclement Weather**

### **FLSA Exempt Employees**

**10/4/1** Employees who report late to work after having made an earnest effort to report to work because of inclement weather or severe storm or heeding an official travel advisory issued by the State Patrol or the Milwaukee County Sheriff's Department of road closings shall be allowed to work to make up for lost time during the current or next pay period as scheduled by the Employer. Make-up shall be at the hourly rate of pay.

**10/4/2** When the Employer approves employee requests not to report to work or allows employees to leave work before the end of the workday because of hazardous driving conditions or other reasons, the time the employee is absent will be charged to vacation, personal holiday, or compensatory time credits or the employee may make up time lost on the day, as the employee requests. Make-up shall be at the hourly rate of pay as scheduled by the Employer and shall be worked during the pay period in which the emergency situation occurs or the subsequent pay period.

### **All Employees**

**10/4/3** When an employee is making up time under the provisions of this section, the employee will receive the applicable differentials which are appropriate for those hours actually worked to make up the time.

**10/4/4** When the agency head [or their authorized designee(s)] directs the employees to leave work or not to report to work due to hazardous weather conditions or other emergency situations, the employee will be compensated at the employee's hourly rate of pay plus any applicable differentials for those hours which he/she had been scheduled to work for that day. If there is a power or equipment failure, the Employer will provide alternate work, if possible, prior to directing the employee(s) to leave work. Each agency will be responsible for identifying those management positions which have the authority to send employees home or not to report to work under this provision. Any questions on who has this authority should be directed to the employee's immediate supervisor.

**10/4/5** Starting of automobiles during cold weather will be a subject of local negotiations.

## **Section 5 Travel and Lodging**

**10/5/1** The Employer agrees to continue in effect the provisions of ss. 16.53(12) and 20.916, Wis. Stats., relating to the reimbursement of State employees for expenses incurred while traveling on State business. The Union recognizes that the Employer has the right to develop reasonable guidelines to implement and administer the provisions of ss. 16.53(12), 20.916, Wis. Stats., and this Section.

Employees covered by this Agreement will receive any additional increases in reimbursement rates that the employee may obtain under ss. 16.53(12) and 20.916, Wis. Stats., during the life of this Agreement.

**10/5/2** Lodging - Employees will be reimbursed for their actual, reasonable, and necessary expenses for lodging incurred in the performance of their official duties. Receipts are required for all lodging. An explanation of reasonableness is necessary where the lodging is in excess of the maximum amount allowed. The maximum amount allowed per day is the amount specified in the Compensation Plan for Positions in the Classified Service and Certain Unclassified Positions. This rate will be effective with the effective date of the rate contained in the Compensation Plan for the applicable fiscal year. The maximum permitted amount per day excludes the cost of all applicable taxes.

**10/5/3** Meals - Employees will be reimbursed for all actual, reasonable, and necessary amounts expended for their own meals incurred in the performance of their official duties. Employees will be reimbursed without receipts for actual expenses incurred. The maximum amount allowed per meal is the amount specified in the Compensation Plan for Positions in the Classified Service and Certain Unclassified Positions. These rates will be effective with the effective date of the rates contained in the Compensation Plan for the applicable fiscal year. All of these amounts include tax and tip.

**10/5/4** When an employee is entitled to reimbursement for two or more consecutive meals in a day, the amount expended for any particular meal is left to the discretion of the employee, but the total reimbursement claim will not exceed the individual meal rates for the consecutive meals in a day.

**10/5/5** All meals in excess of the maximum amounts allowed must be accompanied by a receipt and full explanation of the reasonableness of such expense.

**10/5/6** The Employer agrees to reimburse any employee who is authorized and required to use his/her personal automobile in his/her work for the State at the rate specified in the Compensation Plan for Positions in the Classified Service and Certain Unclassified Positions. This rate will be effective with the effective date of the rate contained in the Compensation Plan for the applicable fiscal year.

**10/5/7** When an assigned pool or state-owned automobile is available and tendered and the employee is given the option to utilize his/her personal automobile, the mileage allowance will be at a rate equal to the approximate cost of operation of State cars, including depreciation. The Employer further agrees that upon the recommendation of the head of the State agency and the approval by the Secretary of Administration, an additional reimbursement at the rate of one cent (\$.01) per mile may be paid to any employee for the use of his/her personal automobile when used as an emergency vehicle or under conditions which may cause excessive wear or depreciation including pulling trailers or which require the installation of special equipment.

**10/5/8** The Employer agrees to reimburse an employee who is authorized to use a privately owned motorcycle on state business. The rate for reimbursement will be the rate specified in the Compensation Plan for Positions in the Classified Service and Certain Unclassified Positions. This rate will be effective with the effective date of the rate contained in the Compensation Plan for the applicable fiscal year. The rate is subject to the following conditions:

- A. Only one (1) individual may be transported on a single motorcycle.

B. The agency may require travel by automobile if the travel costs are anticipated to be less than the cost of travel by motorcycle, such as when two (2) or more state employees are traveling to the same destination.

C. The agency head may require the use of a safety helmet as a part of the agency's work rules.

**10/5/9** Travel expenses will be advanced to employees upon request when estimated monthly expenses exceed fifty dollars (\$50.00). Such advances will not exceed eighty percent (80%) of the estimated expense.

**10/5/10** Employees are encouraged to place telephone calls in advance from the headquarters location. If telephoning from the field is necessary for business purposes, an employee must attempt to use the State Telephone System (STS), which is now available at most agency and university locations throughout the state. One personal call home is reimbursable up to three dollars (\$3.00) each for the following conditions:

A. Each night an employee must spend overnight away from home in travel status, or,

B. As a result of each unscheduled geographical location change, or,

C. As a result of an unscheduled change in travel status which results in more than a one hour extension to the employee's originally scheduled return time.

## **Section 6 Damaged Clothing**

**10/6/1** The Employer agrees to pay the cost of repairing eye glasses, watches, medically prescribed prosthetic devices (such as artificial limbs, dentures and hearing aids) or articles of clothing damaged in the line of duty. Such reimbursement provision shall not apply to items where the replacement value or repair cost is ten dollars (\$10.00) or less.

**10/6/2** If the above articles are damaged beyond repair, the Employer agrees to pay the actual value of such articles as determined by the Employer. The reimbursement for damaged watches will not exceed seventy five dollars (\$75.00) per watch.

**10/6/3** The value of such articles shall be determined at the time damage occurs and articles damaged beyond repair shall be inspected by the supervisor authorizing the replacement value of the article.

## **ARTICLE XI**

### **Professional Development**

#### **Section 1 On-the-Job-Training**

**11/1/1** When an employee's attendance at either an on site or off site training or education session is directed by the Employer, such attendance will be without loss of pay.

#### **Section 2 Professional Meetings**

**11/2/1** An employee will be granted three (3) days without loss of pay each year of the contract with the approval of the Employer to attend professional meetings, conventions, certification exams, institutes, seminars, site visits, continuing education, or workshops related to the advancement of the employee's professional development. The employee's request to attend such convention or meeting must be submitted to the Employer at least fourteen (14) calendar days in advance of such function. The Employer will determine if travel expenses or any portion thereof will be paid by the Employer.

**11/2/2** Employees may be permitted to attend additional professional meetings, institutes, seminars, and work shops directly related to the performance of their duties. At the discretion of the Employer such attendance will be without loss of pay and may include travel and/or program expenses.

**11/2/3** Employees, as professionals, are encouraged to participate in local, state and national professional organizations related to their jobs. Employees who are elected officers in such organizations will be granted time off with or without pay as determined by the Employer, not to exceed a total of five (5) work days annually, to attend their professional organization's meetings. Time off without pay may be charged to vacation credits, compensatory time, or to administrative leave without pay as the individual employee may designate. The employee will give the Employer at least fourteen (14) calendar days advance notice that they will be attending such functions whenever possible.

**11/2/4** For exempt professional employees who do not receive overtime pay, an employee may elect to utilize up to two (2) days of professional leave, without loss of pay, each calendar year. The Employer will not unreasonably deny the utilization of this time.

### **Section 3    Leave of Absence for Education or Occupational Experience**

**11/3/1**        Employees covered by this Agreement will be granted a full time leave of absence without pay for career-related education or occupational experience for a specific period of time up to one year. To qualify for an educational leave, the employee must be admitted as a full time student as determined by the established requirements of the educational institution relating to full time status. Leaves of absence without pay for occupational experience will be limited to maintaining certification for vocational teachers. An employee may return early from such leave upon approval by the Employer. Leaves of absence of less than six (6) months duration in accordance with this section may be limited to not more than once every three (3) years per employee.

**11/3/2**        The Employer will grant the employee's request for an educational or occupational experience leave of absence. However, the effective date of such leave may be delayed because of certain factors such as the following:

- A.        Operational needs of employing unit;
- B.        Number and seniority of employees availing themselves of educational or experience leaves;
- C.        Availability of qualified replacements;
- D.        Adequate advance notice from the employee.

**11/3/3**        The Employer will approve or deny the written request for a leave of absence within two (2) weeks after the request is received. Any denial will include written reasons for the denial.

### **Section 4    Part-Time Education**

**11/4/1**        Employees may be permitted to participate in accredited courses related to the performance of their duties for up to five (5) hours per week. Any work time lost by such attendance will be charged to annual leave, earned compensatory time or employees will be allowed to make up the time through mutual agreement with their supervisor.



## **Section 5    Employer Directed Education**

**11/5/1**        When an employee's attendance at an educational course is directed by the Employer such attendance will be without loss of pay and the Employer will pay the cost of tuition, fees, and books. When such directed attendance is outside of the normal work hours, the provision of Article VI, Section 3/A. will apply.

**11/5/2**        Participation in courses for the purpose of maintaining the employee's certification will be on the employee's time and all expenses will be borne by the employee.

## **Section 6    Tuition Reimbursement**

**11/6/1**        Effective with the effective date of this Agreement, for the term of the Agreement, employees who attend career-related courses at a UW-System campus or area technical college, or take correspondence courses from an accredited institution of higher learning, will be reimbursed seventy five percent (75%) of the tuition cost for up to nine (9) credit hours for the Teacher classification, and up to twelve (12) credit hours [averaging six (6) per year] for all other classifications, upon successful completion of approved courses and continued employment at the time of completion. Attendance at any other accredited institution of higher education, or enrollment in correspondence courses from accredited Wisconsin higher educational institutions, will be permitted; however, the tuition reimbursement will be limited to seventy five percent (75%) of the tuition costs at the nearest UW System campus or area technical college, whichever is applicable. Prior to commencement of any career-related courses, the employee will seek and receive advance authorization from his/her supervisor and from the appointing authority for enrollment in career-related courses. The Teacher classification will be excluded from this provision for courses which begin after July 1, 1992.

**11/6/2**        Tuition reimbursement for the 2001-2003 Agreement will be retroactive to July 1, 2001 for those employees who make application to the appropriate Employer representative for tuition reimbursement within sixty (60) days of the effective date of the Agreement for courses they have commenced and are continuing or have completed. Such applications will be approved if they are otherwise consistent with the criteria for tuition reimbursement.

## **Section 7**

**11/7/1**        The provisions of this Article represent the minimum standards for professional development. Heads of departments and chancellors of the UW-System who choose to exceed these standards may do so.

## **Section 8    Definition**

**11/8/1**        For purposes of this Article, career-related educational activities are those which aid an employee in developing, improving, or updating skills or knowledge which the employee needs to move upwardly or laterally within the bargaining unit, including the acquisition of additional certifications.

## ARTICLE XII

### Wages

#### Section 1 Wage Adjustments

**12/1/1** Except as otherwise provided under Section 2 of this Article, the Employer agrees to provide all employees covered by this Agreement the following wage adjustments:

**12/1/2** The Employer will apply the following adjustments in the order set forth below, for employees in pay status on the effective date:

A. First Fiscal Year (2001-2002)

1. General Wage Adjustment: Effective the first day of the pay period following the effective date of the Agreement, the Employer will apply the modification to 13/6/2, with accrued leave prorated to July 1, 2001, in lieu of a General Wage Adjustment for employees covered by this Agreement.

2. Pay Schedule Implementation: Effective the first day of the pay period following the effective date of the Agreement, the FY 2001-2002 pay schedule specified in Appendix C will be implemented.

B. Second Fiscal Year (2002-2003) June 30, 2002 through April 5, 2003.

1. General Wage Adjustments:

Effective the first day of the pay period following the effective date of the Agreement, eligible employees will receive a General Wage Adjustment of two percent (2.0%) of their base pay rate.

2. Pay Schedule Implementation: Effective the first day of the pay period following the effective date of the Agreement, the FY 2003-2003 pay schedule specified in Appendix C will be implemented.

3. Market Adjustment: Effective December 29, 2002, eligible employees will receive a \$0.36 per hour market adjustment.

C. Second Fiscal Year (2002-2003) April 6, 2003 through June 30, 2003.

1. General Wage Adjustment: Effective April 6, 2003, eligible employees will receive a General Wage Adjustment of two and one-half percent (2.5%) of their base pay rate.

2. Pay Schedule Implementation: Effective April 6, 2003, the FY 2002-2003 pay schedule specified in Appendix C will be implemented.

## **Section 2 Employees Not Eligible for 2001-2002 or 2002-2003 Wage Adjustments**

**12/2/1** Those employees who have previously been considered for or received a two percent (2.0%) general wage adjustment or corresponding fiscal year lump sum payment provided under the Compensation Plan or a collective bargaining agreement, during the same fiscal year, will not be eligible for the wage adjustment set forth in 12/1/2/B./1., above.

## **Section 3 Lump Sum Wage Payment for Delay in Implementing the 2001-2003 Wage Adjustments**

**12/3/1** Eligible employees will receive a lump sum wage payment in an amount equal to the value of the adjustment received under 12/1/2/B./1., multiplied by the number of the employee's hours in pay status in the bargaining unit between June 30, 2002, and the effective date of the 2002-2003 wage adjustment specified in 12/1/2/B./1. The lump sum wage payment will be made in a separate check as soon after the effective date of the Agreement as is administratively feasible.

**12/3/2** The following employees will be eligible:

A. Employees who were at all times in the bargaining unit between June 30, 2002, and the effective date of the 2002-2003 wage adjustment.

B. Employees who were laid off from the bargaining unit or returned from layoff to the bargaining unit after June 30, 2002, and before the effective date of the 2002-2003 wage adjustment.

C. New state employees hired into the bargaining unit between June 30, 2002, and the effective date of the Agreement.

D. Employees hired into the bargaining unit from another certified state bargaining unit between June 30, 2002, and the effective date of the Agreement and prior to the effective date of the 2002-2003 wage increase date of the employee's former bargaining unit.

E. Former employees of the bargaining unit who retired from state service between June 30, 2002, and the effective date of the 2002-2003 wage adjustment. Such payment will not be considered earnings for retirement and benefit purposes.

F. Employees in the bargaining unit who are on or returned from a leave of absence between June 30, 2002, and the effective date of the 2002-2003 wage adjustment. Employees who went on a leave of absence from a position in the bargaining unit after June 30, 2002, and have not returned to pay status will receive no payment until they return to pay status in the bargaining unit during the term of this Agreement.

**12/3/3** For the purposes of calculating employee benefits, except for employees who have retired, the lump sum wage payment will be considered as salary or wages earned during the period commencing June 30, 2002, and the effective date of the 2002-2003 wage adjustment.

## **Section 4 Administrative Date for Pay Adjustments**

**12/4/1** The Employer agrees to continue to implement all bargainable pay adjustments affecting employees covered under this Agreement at the beginning of the pay period falling closest to the statutory or administrative date of such adjustments.

## **Section 5 Wage Administration**

**12/5/1** Pay administration during the term of this Agreement will be in accordance with Chapter ER 29, Wis. Adm. Code, except where specifically modified by this Agreement.

**12/5/2** Priority application of multiple pay adjustments on same date: For the purpose of determining the order of application of pay adjustments that are effective the same date, the parties agree to incorporate ER 29.04, Wis. Adm. Code into the terms of the Agreement to the extent that such Administrative Code provision is not inconsistent with other specific provisions of this Agreement.

**12/5/3** Reassignment of classes to pay ranges during the term of Agreement: The parties agree that during the life of this Agreement, the Employer may implement the assignment of new bargaining unit classifications to pay ranges subject only to the qualifications set forth in this section.

**12/5/4** The Employer will not implement the assignment/reassignment of a bargaining unit classification to a pay range during the life of the Agreement when such action would result in a reassignment of a classification to a lower pay range.

**12/5/5** Pay range assignment/reassignment decisions implemented by the Employer as provided under this section are not grievable under the provisions of Article IV of this Agreement. Nothing in this section, however, precludes the Union from bargaining on such assignment/reassignment of bargaining unit classifications to different pay ranges, or the assignment/reassignment of any other bargaining unit classifications, during the succeeding round of negotiations.

**12/5/6** HAM and RMR notification: In the event the Employer uses Hiring Above the Minimum (HAM) or Raised Minimum Rate (RMR) for recruitment, the Employer will notify the Union before implementation.

**12/5/7** No six (6) month probationary increase will be granted to any permanent employee upon completion of the first six (6) months of an original probationary period. This provision supersedes s. ER 29.03(2), Wis. Adm. Code.

## **Section 6 Supplemental Add-ons to Teacher Base Pay**

**12/6/1** Effective the first day of the pay period following the effective date of the Agreement, an employee classified as Teacher may have his/her base pay supplemented based on credits earned from an accredited college, university or vocational college. Colleges or universities that are accepted by DPI or VTAE as accredited will be accepted. Credits earned after the receipt of a baccalaureate degree or credits earned after the receipt of a Provisional VTAE certificate will be considered. For a listing of the add-on schedule, see Appendix A.

**12/6/2** In order to be eligible for the supplemental add-on, the appointing authority must make a determination that the credits on which the supplemental add-on is based are relevant to the duties and responsibilities of the position. It will be the sole discretion of the appointing authority to determine the relevance of the credits. If granted, the supplemental add-on will be effective at the beginning of the first pay period following receipt by the appointing authority of proof that the relevant credits were earned.

**12/6/3** If the employee moves from the position for which the supplemental add-on has been determined to be appropriate to a position not allocated to one of these classes, the supplemental add-on will cease. If the employee moves to another position allocated to one of these classes, the appointing authority will reevaluate the additional credits beyond those needed for basic certification and establish which are relevant to the new position and adjust the supplemental add-on accordingly.

## **Section 7 Negotiation of Pay Range Changes in Future Agreements**

**12/7/1** The parties agree to meet during the life of this Agreement, as may be mutually agreed, to discuss the assignment of new bargaining unit classifications or reassignment of existing bargaining unit classifications to pay ranges. The parties may also agree to discuss other issues relating to the classification system such as the need for classification and/or pay surveys. Bargaining unit members who attend such meetings by mutual agreement will do so without loss of pay.

## **Section 8 Night Differential**

**12/8/1** The Employer agrees to pay a night differential of \$2.40 per each regularly scheduled shift for all employees who work between the hours of 6:00 p.m. and 6:00 a.m. To qualify for this night differential, an employee must work on a regularly scheduled shift.

## **Section 9 Weekend Differential**

**12/9/1** The Employer agrees to pay a weekend differential of \$3.60 per each regularly scheduled shift for all employees who are regularly scheduled to work between the hours of 12:01 a.m., Saturday to 12:00 midnight on Sunday.

## **ARTICLE XIII**

### **Employee Benefits**

#### **Section 1 Health Insurance**

**13/1/1** A. The Employer agrees that the benefits offered under the Standard Plan and all compensable alternative plans will be comparable. The parties agree that the alternative plans approved by the Group Insurance Board at its meeting on August 18, 1983 are comparable in benefit levels and will be considered as examples of comparability.

**13/1/2** B. The Employer agrees to pay ninety percent (90%) of the gross premium for the single or family standard health insurance plan offered to State employees by the Group Insurance Board or one hundred and five percent (105%) of the gross premium of the alternative qualifying plan offered under s. 40.03(6), Wis. Stats., that is the least costly qualifying plan within the county in which the alternate plan is located, whichever is lower, but not more than the total amount of the premium. Employer contributions for employees who select the standard plan will be based on their county of residence. Qualifying health insurance plans will be determined in accordance with standards established by the Group Insurance Board.

**13/1/3** C. The Employer agrees to pay fifty percent (50%) of the above listed contribution amounts for insured employees in permanent part time or project positions defined under s. 230.27, Wis. Stats., who are appointed to work for at least six hundred (600) but less than one thousand and forty four (1044) hours per year.

**13/1/4** The Employer agrees to continue in effect the Health Maintenance Program in those counties in which there are no approved alternative plans.

**13/1/5** D. An employee who is laid off or on an approved leave of absence, may continue his/her group health insurance for a period not to exceed thirty six (36) calendar months while on layoff status or leave without pay status provided the employee prepays on a quarterly basis the entire amount of the premium for the plan he/she is participating in.

#### **Section 2 Life Insurance**

**13/2/1** A. The Employer agrees to continue in effect the present level of benefits provided under the existing master contract between the insurance carrier and the State of Wisconsin, Group Insurance Board.

**13/2/2** B. The Employer agrees to continue in effect the present administration of the Group Life Insurance Plan provided under the provisions of Chapter 40, Wis. Stats. and the master contract between the insurance carrier and the State of Wisconsin, Group Insurance Board and the rules of the Department of Employee Trust Funds.

**13/2/3** C. The Employer agrees to pay the difference between the employee contribution and the total premium.

### **Section 3    Income Continuation Insurance**

**13/3/1**        The Employer agrees to continue in effect the Income Continuation Program and the administrative provisions of the program provided under Chapter 40, Wis. Stats. and the master contract between the insurance carrier and the Group Insurance Board.

### **Section 4    Dental Insurance**

**13/4/1**        The Employer agrees to deduct from the pay of participating employees the amount necessary to pay the total premium for either one (1) of up to two (2) dental insurance plans to be administered by the Union. The Union will notify the Employer of the premium amounts.

### **Section 5    Sick Leave**

**13/5/1**        A.        The Employer agrees to provide a sick leave plan as follows:

1.        Sick leave will accrue at the rate of .0625 hour of sick leave for each hour in pay status, not to exceed five (5) hours of sick leave accrual in any biweekly pay period. Sick leave will not be used until it has been accrued.

2.        Sick leave will not accrue during any period of absence without pay except as provided in Article II, Section 14, or for any hours in excess of eighty (80) hours per biweekly period of service.

3.        Unused sick leave will accumulate from year to year in the employee's sick leave account.

**13/5/2**        B.        The Employer agrees to provide the following:

**13/5/3A**        1.        Employees may use accrued sick leave for personal illnesses, bodily injuries, maternity, or exposure to contagious disease: (a) which require the employee's confinement; or (b) which render the employee unable to perform assigned duties; or (c) where performance of assigned duties would jeopardize the employee's health or recovery. In the event the Employer has reason to believe that an employee is abusing the sick leave privilege or may not be able to perform assigned duties, the Employer may require a medical certificate or other appropriate verification for absences covered by this Section. When an employee must obtain such medical certificate during his/her regularly scheduled hours of employment, he/she will be allowed time off without loss of pay or sick leave credits to obtain the certificate. With the approval of the Employer, employees will be permitted to use personal holidays, earned compensatory time credits, or earned vacation credits in lieu of sick leave when they so request. Such time is subject to the same requirement for sick leave as set forth above.

**13/5/3B**        Review Program for Unanticipated Use of Sick Leave

In those employing units which have established a sick leave review program, or in those employing units which establish such programs at a future date, such programs will be used to address the unanticipated use of sick leave.

For purposes of these programs, unanticipated use of sick leave is defined as:

“An employee or family member who calls the employee’s place of employment per the established call-in procedure indicating he/she is not able to report to or continue to work for that day under the guidelines of Article XIII, Section 5.”

If an employee provides the Employer a medical certificate or other appropriate verification for absences covered by this article, that instance (and/or hours) shall not be considered unanticipated use of sick leave.

In those employing units which have a program in place for unanticipated sick leave review, and in those employing units which establish such programs, the following criteria must be included:

- a. A written policy.
- b. A thirty (30) day advance written notice to the local union(s) and to all current employees and a copy to all new employees at the time of hire.
- c. Where such policies are established, they shall be uniform for each Department, Division, or employing unit.
- d. Any such programs established will include discussion with and input from the local union(s) prior to implementation or making changes in existing programs.
- e. Sick leave and unanticipated use of sick leave will be a topic of discussion at labor/management meetings.
- f. All other provisions of this section shall apply.

**13/5/4** 2. Employees may use accrued sick leave for medical or dental appointments for themselves or dependent children living in the household of the employee which cannot be scheduled at times other than during working hours. To qualify for use of sick leave under this Section, employees must give the Employer three (3) work days advance notice of appointments except when emergency conditions prevail.

**13/5/5** 3. Where death occurs in the immediate family of an employee, accrued sick leave may be used. Immediate family is defined as, and limited to: the spouse, spouse equivalent residing in the household of the employee, parents, step parents, grandparents, foster parents, children, stepchildren, grandchildren, foster children, brothers (and their spouses), and sisters (and their spouses) of the employee or spouse, and other relatives of the employee or spouse residing in the household of the employee.

**13/5/6** Accrued sick leave will normally be used during the seven (7) calendar day period immediately following the death. Where mitigating circumstances require a postponement in funeral arrangements, sick leave may be used at an appropriate later date for directly related purposes. Use of sick leave for death in the immediate family for the purposes of this Section is limited to a total of three (3) work days, plus required travel time not to exceed four (4) work days.

**13/5/7** 4. Employees may use one (1) day of accrued sick leave to attend the funeral of aunts, nieces, nephews, cousins, or uncles, of the employee or spouse. Travel time required to attend such funerals will not exceed four (4) work days.

**13/5/8** 5. Employees may use accrued sick leave for temporary emergency care of ill or injured members of the immediate family (as defined in paragraph 3 above) for a



limited period of time to permit the employee to make other arrangements. Use of sick leave for the purposes of this Section is limited to five (5) work days for any one illness or injury, however, the use of sick leave may be extended to cover unusual circumstances provided prior approval is obtained.

**13/5/9**                    6.        Employees may use accrued sick leave to supplement the Worker's Compensation benefits provided pursuant to Chapter 102, Wis. Stats., to the extent that the employee will receive the equivalent of his/her regular base rate.

**13/5/10**                    The procedures necessary for the administration of this section will be developed by the Employer and will be in accordance with the existing Wisconsin Statutes.

**13/5/11**        C.        The Employer agrees to continue in effect the provisions of s. 40.05(4)(b), Wis. Stats., which provide that at the time of retirement or in the event of death, accumulated unused sick leave will be converted at current value and credited to the employee's account. The conversion credits once recorded will be used on behalf of the employee or surviving dependents to offset the cost of the monthly health insurance premiums as provided under the provisions of s. 40.05(4)(b), Wis. Stats. Dependents means the spouse of the employee or an employee's unmarried child as defined by the Rules of the Group Insurance Board.

**13/5/12**        D.        Separation from the service will cancel all unused accumulated sick leave. After the effective date of this Agreement when a person who is an employee with permanent status in class is laid off or resigns, any unused accumulated sick leave will be restored, if he/she is re-employed by the same agency or is rehired by any other agency of the State within three (3) years.

**13/5/13**        E.        Each employee's unused sick leave accumulated in their sick leave account as of June 30, 1993 will be carried over under this Agreement. Employees who become bargaining unit members after the effective date of this Agreement and have unused sick leave accumulated in their sick leave account, will have the amount accumulated in their account as of the date they become bargaining unit members, carried over under this Agreement. This Section will not be used to recompute the amount of sick leave accumulated in an employee's account prior to 1993 or prior to the date an employee becomes a bargaining unit member.

**13/5/14**        F.        Upon written request of an employee, accumulated unused sick leave will, at the time of layoff, be converted to cash at the employee's current base pay rate for credits to be used to pay health insurance premium costs during the time of the layoff. Direct premium payment to the insurer will be made by the Employer on behalf of the laid off employee. Premium payments under this provision will be limited to a maximum period of five (5) years from the date of layoff or will cease the first of the month following the employee's acceptance of any other employment, whichever occurs first. At the time of reinstatement or recall unused cash credits will be reconverted to sick leave at the same rate used for the original conversion and restored to the employee's sick leave account.

### **13/5/15 Supplemental Health Insurance Conversion Credits Upon Retirement**

The Employer agrees to provide the following supplemental health insurance conversion credits for permanent employees who retire from the State service under the following conditions:

A. The credits shall be based upon an employee's full number of years of seniority on the date of retirement.

B. The credits shall be calculated based on the employee's sick leave balance on the date of retirement.

For employees who retire with at least fifteen (15) full years of seniority, the Employer shall match each one (1) hour of accumulated sick leave up to a maximum of fifty two (52) hours per year multiplied by the number of years of State service through twenty four (24) years. For years of seniority over twenty four (24) years, the Employer shall match each (1) hour of accumulated sick leave credit up to a maximum of one hundred and four (104) hours per year multiplied by the number of years of seniority over twenty four (24) years.

Employees who have earned part of their seniority while in protective occupation status shall have their credits prorated in accordance with these provisions:

1. If, at the time of retirement, the employee has seniority of less than twenty five (25) years, multiply the number of years as general by fifty two (52) hours. Multiply the number of years as protective by seventy eight (78) hours. Combine these totals to determine the maximum matching credits.

2. If, at the time of retirement, the employee has seniority of over twenty four (24) years, determine the proration based on the first twenty four (24) years of service and then add one hundred and four (104) hours for each year of adjusted continuous service over twenty four (24) years.

Employees who suffer from a personal illness or injury that requires them to use at least five hundred (500) hours of accrued sick leave during the three (3) years immediately prior to retirement shall receive five hundred (500) hours credited to this account upon retirement.

Employees shall be required to provide medical documentation of such illness or injury to the Employer on forms provided by the Employer at the time the leave is taken. Employees who have suffered such an illness or injury during the three (3) years immediately preceding the effective date of this contract shall also be required to provide supporting medical documentation.

Access to these credits for payment of post retirement health insurance premiums shall occur only after all Accumulated Sick Leave Conversion Credits (ASLCC) have been exhausted. In the event an employee returns to a position covered by this Agreement after having retired, the credits in this account shall be held in escrow until the employee again retires. The credits will then be adjusted to reflect additional years of seniority and sick leave accrual.

At the employee's option, these credits shall be converted using the employee's base pay rate at the time of retirement or the average of the employee's base pay rates during the employee's three highest earnings years.

For informational purposes, a chart portraying this benefit is found in Appendix D.

## **Section 6 Paid Annual Leave of Absence**

**13/6/1** A. The Employer agrees to provide employees with a formal paid annual leave of absence plan (vacation) as set forth below.

**13/6/2** B. Employees will begin earning annual leave on their first day in pay status. After completion of the first six (6) months in a permanent or seasonal position pursuant to s. 230.28, Wis. Stats., or as a trainee unless covered under Wis. Adm. Code (Rules of the Administrator, Division of Merit Recruitment and Selection), employees are eligible for and will be granted annual leave based on their seniority date as follows:

1. Regular Employees.

<b>Seniority</b>	<b><u>Hours</u></b>
<u>Less than 5 yrs.</u>	<u>120 hrs.</u>
<u>5 to 10 yrs.</u>	<u>160 hrs.</u>
<u>10 to 15 yrs.</u>	<u>176 hrs.</u>
<u>15 to 20 yrs.</u>	<u>200 hrs.</u>
<u>20 yrs. or more</u>	<u>216 hrs.</u>

2. Seasonal, School Year and Permanent Part Time Employees.

Employees who are in pay status for less than eighty (80) hours during any biweekly pay period during the calendar year will be granted pro rata annual leave consistent with B., above.

For Permanent Part Time Employees, the method of proration may be on a biweekly basis or semi-annual basis, at the discretion of the Employer.

**13/6/3** C. Annual leave will be computed as follows:

1. Annual leave credit in any given year will not be earned for any period of absence without pay, except as otherwise provided in this Agreement.

2. Annual leave for covered employees will be prorated by computing hourly annual leave amounts earned for each hour in pay status as follows:

<u>Annual Leave Rate</u>	<u>Conversion Factor</u>
<u>120 hr. rate</u>	<u>.057471 per hour</u>
<u>136 hr. rate</u>	<u>.065134 per hour</u>

<u>160 hr. rate</u>	<u>.076628 per hour</u>
<u>176 hr. rate</u>	<u>.084291 per hour</u>
<u>200 hr. rate</u>	<u>.095785 per hour</u>
<u>216 hr. rate</u>	<u>.103448 per hour</u>

3. Employees eligible for annual leave as provided in Subsection B, will have such leave prorated upon termination.

**13/6/4** D. Employees eligible for one hundred sixty (160) or one hundred seventy six (176) hours annual leave each year may, at their option, elect to receive forty (40) hours or prorated portion thereof of such benefit under one (1) or more of the following options each year:

1. As annual leave during the year earned;
2. As credit for termination/sabbatical leave.

As of July 1, 1995, employees who earn less than one hundred sixty (160) hours annual leave each year and who have accumulated a minimum of five hundred twenty (520) hours of sick leave may, at the employee's option, elect to receive forty (40) hours or portion thereof of annual leave under the above mentioned options each year. Those employees who have accumulated the five hundred twenty (520) hours of sick leave on July 1, 1995, and those employees who accumulate such hours of sick leave after that date, will be permanently eligible for this benefit.

**13/6/5** Employees eligible for two hundred (200) or two hundred-sixteen (216) hours annual leave each year may, at their option, elect to receive eighty (80) hours or prorated portion thereof of such benefit under one (1) or more of the following options each year:

1. Not to exceed forty (40) hours in cash during the year earned;
2. Annual leave during the year earned;
3. As credit for termination/sabbatical leave.

**13/6/6** E. In scheduling vacation (annual leave), choice of time and amounts will be governed by seniority as defined in Article V. The parties recognize that the employer has the right to determine the number of employees within each classification and work unit that may be on vacation at any given time; however, vacations will be granted at times and in amounts most desired by employees whenever operations permit. Once vacation periods have been scheduled, the Employer will make changes in employee vacation schedules only to meet unanticipated staff shortages or emergencies. In the event the Employer finds it necessary to cancel a scheduled vacation, the affected employee may reschedule his/her vacation during the remainder of the calendar year or extend the scheduling of his/her vacation into the first six (6) months of the ensuing calendar year as he/she desires providing it does not affect any other employee's vacation period. It is the expressed intent of the Employer to exercise the authority to change scheduled vacation periods as seldom as possible.

**13/6/7** F. Should an employee become ill or injured immediately before or during a vacation, the employee may cancel his/her vacation period and utilize sick leave credits earned under the provisions of 13/5 commencing with the date he/she informs the Employer.

**13/6/8** G. Employees who transfer will carry their vacation selections to their new work unit providing no other employee's vacation selection is adversely affected.

**13/6/9** H. Within the basic framework provided above the implementation and application of the provisions of this Section and all other aspects of vacation scheduling shall be determined by the local management and the local Union within sixty (60) days. Agreements reached under the provisions of this Section will be reduced to writing.

**13/6/10** I. In accordance with the provisions and limitations of this Section, employees will be permitted to carry over five (5) days of earned annual leave credit for use in the first six (6) months of the ensuing calendar year. This carry over provision will not infringe upon seniority rights of other employees in scheduling vacation.

## **Section 6A Catastrophic Leave**

**13/6A/1** This is a program to allow employees to voluntarily donate (transfer) annual leave, Saturday legal holiday, personal holiday and sabbatical leave time to employees who have been granted unpaid leaves of absence due to catastrophic need for which no eligible paid leave benefits or replacement income are available. It is understood that these transfers are a conditional benefit and not a right of potential recipients.

**13/6A/2** Catastrophic illness or injury is defined as an illness or injury which is expected to incapacitate the employee and which creates a financial hardship. Catastrophic illness or injury may also include an incapacitated family member if this results in the employee being required to take time off from work for an extended period of time to care for the family member.

**13/6A/3** A joint committee composed of equal representation of Union and Employer representatives will be designated to establish and/or modify guidelines, policies and processes for application, approval, review of denials and confidentiality of requests or donations by potential recipients and donors. One (1) representative from each certified parent Union with an Agreement containing a Catastrophic Leave provision, one (1) classified non-represented employee, and designated Employer representatives will comprise a joint committee.

**13/6A/4** Transfers may occur among covered employees in the same agency. Transfers between covered employees in different agencies may occur with the affected agencies' approval. Covered employees for purposes of this provision means any state employee having access to a Catastrophic Leave Program, excluding employees in positions under s. 230.08(2)(cm), (d) and (k), Wis. Stats., unless approved or authorized by the UW Board of Regents, unclassified employees of the State of Wisconsin Investment Board, and elected officials.

**13/6A/5** The local Union shall establish an approval committee, comprised of no more than three (3) Union representatives and one (1) management liaison. Leave requests must be approved by the local Union committee having jurisdiction over the applicant. Consistent with provisions of this section, the committee shall have final decision making authority. Applicants may request a review of denials before this committee.

**13/6A/6** Donations shall be from within the same employing unit first and may be expanded to the agency level with agency approval. Donations shall be on an hour for hour basis and used in order of receipt.

**13/6A/7** The local Union approval committee will notify the Employer of approved recipients and donors. The Employer will transfer donated leave from donor to recipient leave accounts. Every effort shall be made to maintain the confidentiality of the donor(s) and recipient(s), upon request.

**13/6A/8** To be an eligible recipient, an employee:

A. Must have completed the first six (6) months of an original probationary period. (Days of catastrophic leave benefits to a recipient shall be considered as leave without pay for probationary extension purposes.)

B. Must be on approved unpaid leave of absence.

C. Must be in need of at least one hundred and sixty (160) hours.

D. Must be absent due to a catastrophic illness or disability of an employee or a member of the employee's immediate family for which medical documentation is provided.

E. Must have exhausted all available sick leave and have no more than sixteen (16) hours of combined accrued annual leave, Saturday legal holiday, personal holiday and/or sabbatical leave time.

F. Must not be receiving other salary replacement benefits.

G. Must be approved to receive transfers by the local Union approval committee.

H. Part-time employees will receive leave on a prorated basis up to the FTE of scheduled hours.

I. Must remain a state employee.

J. Cannot receive more than eighty (80) days of catastrophic leave benefits per calendar year. (Prorated based on budgeted FTE).

**13/6A/9** To be an eligible donor, an employee:

A. Must have completed the first six (6) months of an original probationary period and been a state employee for at least one (1) year.

B. Cannot donate a combination of more than forty (40) hours of accrued personal holiday, Saturday legal holiday, sabbatical leave and/or anticipated annual leave in any calendar year. (Prorated based on budgeted FTE).

C. Must remain a state employee.

**13/6A/10** It is understood that nothing in this Section shall require either the Union or the Employer to take any action determined to be illegal or in conflict with other provisions of this Agreement.

**13/6A/11** It is understood that the provisions of this section are not subject to the appeal provisions of Article IV of this Agreement.

## **Section 7 Leaves of Absence Without Pay**

**13/7/1** A. Leaves of Absence.

**13/7/2** 1. Employees upon request may be granted leaves without pay at the sole discretion of the Employer for any reason for a period up to, but not exceeding one (1) year except as provided in paragraphs 2, 3, 4, 5, 6, and 7. Employees will be permitted to take up to five (5) days leave without pay during the term of the Agreement. However, scheduling of such leave is subject to the Employer's approval.

**13/7/3** 2. Pregnant employees will be granted a maternity leave of absence without pay as follows:

a. The employee will submit written notification to her immediate supervisor at least four (4) weeks prior to her anticipated departure stating the probable duration of the leave. Such leaves will be granted for a period of time up to, but not exceeding six (6) months. Upon request of the employee and at the discretion of the appointing authority, maternity leaves of absence without pay may be extended or renewed for another period of time, not to exceed six (6) months. In no case will the total period of leave exceed twelve (12) months.

b. In no case will the employee be required to leave prior to childbirth unless she is no longer able to satisfactorily perform the duties of her position.

c. Except as provided under 13/5 of this Agreement (sick leave), all periods of leave related to maternity will be leaves of absence without pay.

**13/7/4** 3. School Year Employees--Employees whose services are not required at institutions or schools during a summer or vacation period recess, will be granted leave of absence without pay.

**13/7/5** 4. Whenever an employee enters into the active military service of the United States the employee will be granted a military leave without pay as provided under s. 230.32 and the applicable federal statutes.

**13/7/6** 5. Employees adopting a child or children or requesting paternity leave will be granted a leave of absence without pay for a period of up to, but not exceeding six (6) months. Upon request of the employee and at the discretion of the Employer, this leave of absence without pay may be extended or renewed for another period of time, not to exceed six (6) months. In no case will the total period of leave exceed twelve (12) months. Such leave must coincide with the actual taking custody or birth of the child or children.

**13/7/7** 6. A total of sixty (60) days leave without pay is granted for the conduct of Union business by Union officers only subject to compliance with all of the following conditions:

- a. The President may be allocated up to but not more than thirty (30) days of the total sixty (60) days.
- b. No other officer may be allocated more than five (5) days of the total sixty (60) days.
- c. The Union will notify the Bureau of Collective Bargaining of the number of days allocated to each officer within thirty (30) days of the effective date of this agreement.
- d. Not more than two (2) officers may be on such leave at the same time.
- e. No leave will be granted for less than one (1) day.
- f. The Employer must be given fourteen (14) calendar days notice of such leave, unless mutually agreed otherwise.

**13/7/8** Employees on leave of absence without pay for Union business, as set forth above, will accrue sick leave, length of service, and vacation credits while on such leave of absence without pay.

**13/7/9A** 7. a. Employees who are elected or appointed officials by the Union, will, upon written request of the employee, be granted a leave of absence without pay for the term of the office, not to exceed one (1) year.

b. One employee, who is an elected or appointed official of the Union, will be granted a leave of absence without pay for the term of this Agreement. The rights of this employee upon his/her return from such leave of absence without pay will be limited to reinstatement with the agency to a vacant position for which the returning employee meets the established requirements of training and experience as set forth in the most recent description advertisement to fill the position.

**13/7/9B** Education classes

Employees who are elected or selected by the Union to attend educational classes conducted by or for the Union shall be granted time off without pay for the purpose of participating in such classes.

The number of workdays off for such purposes shall not exceed ten (10) for each employee in any one calendar year. This time off may be charged to vacation credits, holiday credits, compensatory time credits or leave without pay as the employee may designate. The employee shall give her/his immediate supervisor at least ten (10) calendar days advance notice of the employee's intention to attend such function.

The number of employees released for this purpose from any employing unit or work site shall be determined by the Employer. Release shall not be withheld unnecessarily.

**13/7/10** B. Except as provided in 7./b., the Employer agrees to provide for the following rights upon the employee's return from any of the above approved leaves without pay:



**13/7/11** 1. The employee will be returned to his or her position or one of like nature;

**13/7/12** 2. If the employee's position has been abolished through legislation or material reorganization of the agency, the employee will be given consideration for any other position of similar pay grade and class for which, in the opinion of the Employer, the employee is qualified;

**13/7/13** 3. Employees may return to work prior to the expiration of a leave of absence only upon express approval of the Employer and upon notification of the Employer at least fourteen (14) calendar days in advance of the desired date of return.

**13/7/14** The Employer will recognize the provisions of the Family and Medical Leave Act, s. 103.10, Wis. Stats., and the Federal Family and Medical Leave Act, as amended, where applicable to employees under this Agreement.

## **Section 8 Leaves of Absence With Pay Due to Injury Under Special Conditions**

**13/8/1** The Employer agrees to continue in effect the provisions and administration of s. 230.36(1), (2) and (3), Wis. Stats., which pertain to Employer payments to an employee who suffers an injury while performing service for the Employer and incidental to his/her employment. For the purposes of this Section the provisions of s. 230.36(4), Wis. Stats., concerning appeals to the Personnel Commission, will not be applicable.

**13/8/2** Application for benefits under s. 230.36, Wis. Stats., will be made by the employee or his or her representative to the appointing authority within fourteen (14) calendar days from the date of injury on forms provided by the Employer. In extenuating circumstances, at the discretion of the Employer, the time limit for application for benefits may be waived. The application will contain sufficient factual information to indicate the nature and extent of the injury or illness, the circumstances surrounding its occurrence and the qualifying duties on which the application is based.

**13/8/3** Within fourteen (14) calendar days after receipt of the claim the appointing authority will notify the employee of his/her decision to authorize or deny the claim.

**13/8/4** If an employee's claim for benefits under this Section is denied by the appointing authority, the employee may, within fourteen (14) calendar days, file an appeal at the Third Step of the grievance procedure provided under Article IV of this Agreement.

**13/8/5** Approved payments under this Section will continue from the date of inability to work until the date the employee returns to work or until the employee's status is changed to worker's compensation, disability retirement, new assignment or other appropriate status. Employees on approved leave under this Section will be entitled to full base pay plus any unitwide pay increases and personal holidays. However, personal holidays will lapse if the employee does not return to full work status by the end of the calendar year.

**13/8/6** Employees on approved leave with pay under this Section will earn vacation and sick leave credits for the time spent on approved leave with pay for a maximum of six months. Employees will be denied legal holiday credits for holidays which occur during the period of absence.

**13/8/7** Concurrent Benefits--Except for payments specifically authorized under Chapter 102, Wis. Stats., pertaining to Worker's Compensation, under no circumstances will an employee receive more than his or her basic rate of pay for the job in which he/she was performing at the time of injury.

**13/8/8** Employees on leave with pay will submit to such physical and/or medical examinations as may be required by the Employer to determine the extent of or continuation of disability and inability to work. Such examination(s) will be at the expense of the Employer and performed by physicians selected by the Employer. A complete report indicating the nature and extent of disability and prognosis for a reasonable return to duty and date of such return will be submitted to the Employer. Refusal by the employee to submit to examinations ordered by the Employer or medical treatment ordered by the examining physician will constitute ground for disciplinary action. Based upon the information provided by the medical reports, the Employer will determine the extent to which leave with pay will be granted or take action to terminate employment. Upon return to full work status, an employee's benefits under this Section will cease providing his or her attending physician has released them from further medical treatment. In the event that the employee is able to return to full work status but further medical treatment is required for the sustained injury, benefits will continue to be granted to cover the treatment time providing the attending physician has made a prior determination that such treatment is necessary for full recovery. When an employee suffers further aggravation of an injury for which benefits have ended, he/she may, upon recommendation of their attending physician, have such benefit resume for the period of treatment recommended, provided such aggravation meets the qualifying provisions of s. 230.36, Wis. Stats.

## **Section 9 Military Service**

### **13/9/1 A. Annual Field Training**

**13/9/2A** 1. The Employer agrees to provide employees who have permanent status and who are members of either the national guard, state guard or any other reserve component of the military forces of the United States or the State of Wisconsin, now or hereafter organized or constituted under federal and state law, a leave of absence without loss of pay not to exceed thirty (30) scheduled work days in any calendar year. During this leave, each employee will receive his/her state pay less the base military pay received for and identified with such attendance but such reduction will not be more than the state pay. Such leave will be provided to enable employees to attend military schools and annual field training or annual active duty or training and any other federal tours of active duty which have been duly ordered and held. Such paid leave will not be granted to employees who are serving on extended active duty or for service as a member of the active armed services of the United States, or for absences of less than three (3) consecutive days. Employees will notify their immediate supervisor immediately upon receiving written or oral notice of their dates of military service.

### **B. Active Military Service**

**13/9/2B** The Employer agrees to provide employees who have permanent status and who are members of either the national guard, state guard or any other reserve component of the military forces of the United States or the State of Wisconsin now or hereafter organized or constituted under federal and state law, paid leave of absence which shall not exceed thirty (30) workdays. Such paid leave shall be granted to employees who are involuntarily called to services as a member of the active armed services of the United States as a direct result of mobilization or call up by the President as a result of a federal emergency. Employees shall elect to receive their state pay or military pay.

If state pay is selected, the amount of base military pay exclusive of allowances for the actual number of workdays lost shall be deducted from the state pay. Such leave shall be provided without loss of time in the service of the State.

Employees eligible for paid leave under this section will be eligible for the payment of the Employer contribution of the health insurance premium for up to twelve (12) months of coverage from the date of call up under the following conditions: 1) the employee must be enrolled in a family plan at the time of the call up; 2) the employee must be receiving Employer contributions to health insurance at the time of the call up.

The twelve (12) months of coverage will include any payments made on behalf of the employee as the result of any other contractual, statutory, or other requirement, including, but not limited to, contributions prepaid in advance, contributions required during a leave of absence, and contributions made while the employee remains in pay status. Extended health insurance coverage under this section shall continue as provided above unless the employee or his/her designee notifies the appointing authority in writing to terminate the insurance within thirty (30) days of activation.

**13/9/2C** Except as provided in 13/9/2B, whenever an employee enters into active military service of the United States, the employee shall be granted a military leave without pay as provided under s. 230.32, Wis. Stats., and the applicable federal statutes.

**13/9/3** The actual number of workdays granted an employee as military leave shall correspond to the number of workdays he/she is absent from his/her work station. The period of authorized leave shall be determined by the starting and ending dates of the training period as specified on the military pay voucher or other payroll document received by the employee at the conclusion of the training period. This document shows the number of days and inclusive dates for which military pay was received, including authorized travel time, if applicable. Military orders include ample travel time via the most rapid mode of transportation available and for which transportation or actual reimbursement is made by the military; therefore, additional travel time required by the employee to accommodate a different mode of travel elected by the employee must be charged to leave without pay, vacation or compensatory time.

**13/9/4** This provision does not apply to inactive duty training.

**13/9/5** C. Public Emergencies

The Employer agrees to provide employees who have permanent status and who are members of the Wisconsin National Guard or the Wisconsin State Guard, who are called

into State active duty service to meet situations arising from war, riot, public emergency or are called into service to prepare for anticipated emergencies, the right to elect to receive pay from the State pursuant to s. 20.465(1)(c), Wis. Stats., in an amount equal to his or her base State salary for such period of State active duty in lieu of the service pay, including allowances, the employee would normally receive as a member of the National or State Guard.

**13/9/6** D. The Employer agrees that leave provided under this Section is in addition to all other leaves granted or authorized by this Agreement. For the purpose of determining seniority, pay or pay advancement, the status of the employee will be considered uninterrupted by such attendance.

**13/9/7** E. The Employer agrees that employees who are called for a preinduction physical for the military service will be granted a leave of absence with pay for the time actually and necessarily spent in response to such a call.

## **Section 10 Jury Duty**

**13/10/1** The Employer agrees to provide employees who are summoned for grand jury or petit jury service leave with pay at the employee's base pay, plus any pay under Article XII, Section 6, but excluding any other supplemental pay or overtime. When not impaneled for actual service and only on call, the employee will report back to work unless authorized by the appointing authority to be absent from his/her work assignment.

## **Section 11 Retirement**

**13/11/1** The Employer agrees to continue in effect the administration of the Wisconsin Retirement System as provided under Chapter 40, Wis. Stats. and the appropriate Adm. Code rules of the Employee Trust Funds Board.

**13/11/2** The Employer will contribute on behalf of the employee five percent (5%) of the employee's earnings paid by the State.

**13/11/3** The Employer will contribute the one percent (1%) benefit adjustment contribution required by s. 40.05(2m), Wis. Stats.

**13/11/4** Effective beginning the first pay period following the effective date of the Agreement, the Employer shall pay the additional three-tenths of one percent (0.3%) employee share of the required benefit adjustment contribution for general occupation employees.

## **Section 12 Holidays**

**13/12/1** A. Holidays

1. The Employer agrees to provide full time employees the following paid holidays of eight hours each.

Independence Day	July 4, <u>2001</u>	July 4, <u>2002</u>
Labor Day	September <u>3</u> , <u>2001</u>	September <u>2</u> , <u>2002</u>
Thanksgiving Day	November <u>22</u> , <u>2001</u>	November <u>28</u> , <u>2002</u>
Christmas Eve	December <u>24</u> , <u>2001</u>	December <u>24</u> , <u>2002</u>
Christmas	December <u>25</u> , <u>2001</u>	December <u>25</u> , <u>2002</u>
New Year's Eve	December <u>31</u> , <u>2001</u>	December <u>31</u> , <u>2002</u>
New Year's	January <u>1</u> , <u>2002</u>	January <u>1</u> , <u>2003</u>
Martin Luther King Jr. Day	January <u>21</u> , <u>2002</u>	January <u>20</u> , <u>2003</u>
Memorial Day	May <u>27</u> , <u>2002</u>	May <u>26</u> , <u>2003</u>

2. To qualify for any paid holiday employees must work or be in pay status on the last scheduled work day immediately preceding or the first scheduled work day immediately following the holiday.

3. If any of the holidays provided above fall on an employee's regularly scheduled day off, such employees will be compensated at the regular rate for the holiday in cash or compensatory time. The method of compensation will be at the discretion of the Employer.

4. The Employer agrees to provide three and one-half (3 1/2) non-cumulative personal holidays in each calendar year. Qualified employees may take these three and one-half (3 1/2) holidays at any time during the calendar year including school days provided the days selected by the employee have the prior approval of the Employer. All employees not satisfactorily completing the first six (6) months of their probationary period will earn only the annual proration of their personal holidays.

5. Under the provisions of 1., 2. and 4., above, permanent part time employees will have holidays prorated based upon hours in pay status up to full time. The method of proration may be on a biweekly or semi-annual basis, at the discretion of the Employer.

6. The Employer agrees that employees required to work on a holiday provided in A./1. will be compensated for such holiday by receiving equivalent time off at a later date.

#### **13/12/2 B. Premium Pay for Working Holidays**

1. When employees are required by the Employer to work on a holiday provided in A./1. above, the Employer agrees to reimburse such employees at the premium rate of time and one-half in addition to the paid holiday as follows: All hours worked on holidays between the hours of 12:00 a.m. and 11:59 p.m.

2. Premium payments for working provided under this Section, at the rate of time and one-half the employee's regular rate will be made in compensatory time off or cash payment, or any combination thereof, at the discretion of the Employer.

**13/12/3** C. Compensatory Time.

Compensatory time off due an employee for work on a holiday or when a holiday falls on an employee's regularly scheduled day off, will be added to vacation credits and will be subject to the same scheduling procedure and regulations as are applicable to vacation scheduling.

**Section 13 Administration of Worker's Compensation Benefits**

**13/13/1** In the administration of the Worker's Compensation Act as set forth in Chapter 102, Wis. Stats., the management will make an initial determination as to whether the injury was job related; and if so, he/she may authorize payment for temporary disability as specified in the Worker's Compensation Act.

**13/13/2** In the event the Employer makes an initial determination that an injury is job related and authorizes payment for temporary disability as specified in the Worker's Compensation Act, or until the Department of Administration makes a decision, whichever is first, the Employer will continue to pay its share of Health Insurance premium as provided in Article XII, Section 5 for the period of the temporary total disability.

**Section 14 Length of Service Payment**

**13/14/1** A. The Employer agrees to provide an annual length of service payment to eligible employees. The payment for the term of the contract will be on the last day of each fiscal year:

June 30, 2002

June 30, 2003

**13/14/2** In the event of retirement, death, or termination, prior to the scheduled payment date, a prorated payment will be made at an earlier date.

**13/14/3** B. The amount of the length of service payment will be based upon seniority date. No employee will be granted more than one (1) length of service payment for the twelve (12) month period beginning July 1 and ending the following June 30.

**13/14/4** C. The schedule of payments will be as follows:

5 years of seniority	\$ 50
10 years of seniority	100
15 years of seniority	150
20 years of seniority	200
25 years of seniority	250

**13/14/5** D. To be eligible for the length of service payment the employee must have completed the required number of years of seniority prior to July 1 of the year in which payment is to be made.

**13/14/6** E. Payments under this Section to eligible employees will be prorated according to the amount of paid work hours, excluding leave of absences without pay 2/14 and 13/7, the employee had during the period July 1, 2001, and June 30, 2002, and July 1, 2002, and June 30, 2003, respectively, excluding any overtime hours worked.

## **Section 15 Leave for Promotional Exams**

**13/15/1** The Employer agrees to provide leaves of absence for promotional examinations as follows: Each employee with permanent status in class will be eligible for up to sixteen (16) hours paid leave time each calendar year for the purpose of competing in no more than two (2) examinations which could make the employee eligible for promotion and for participating in employment interviews in connection with such examinations when such examinations and interviews are conducted during an employee's scheduled work time.

**13/15/2** An employee will not be denied his/her requests for time to participate in examinations and interviews in connection with such examinations provided five (5) work days notice has been given by the employee so that work coverage will not be interrupted. Such time will not exceed the number of hours reasonably required to attend such examinations and interviews, including travel time.

**13/15/3** Leave time for more than two (2) examinations in each calendar year and interviews in connection with such examinations may be granted to employees at the discretion of the appointing authority.

## **Section 16 Witness Fees**

**13/16/1** Where an employee is subpoenaed to testify in a legal action and the Employer determines that such subpoena resulted directly from the performance of the employee's required duties, the Employer will permit the employee to take time off without loss of pay to comply with the subpoena if required to appear during his/her regularly scheduled hours of employment; provided, however, that the employee will turn over to the Employer any witness fee received.

## **Section 17 Employee Funded Reimbursement Account**

**13/17/1** The Employer agrees to offer bargaining unit employees the opportunity to participate in the Employee-Funded Reimbursement Account program as administered under the provisions of Chapter 40, Wis. Stats.

## **Section 18 Hostage Leave**

**13/18/1** For purposes of this section, when the Employer determines that an employee has been held against his/her will for a period of time by a person or persons and during this time, the person or persons holding the employee attempts to obtain a pledge from the Employer to submit to certain terms and/or conditions prior to releasing the employee, then the employee will be considered to have been held hostage.

**13/18/2** An employee who alleges that he/she has suffered an injury as a result of being taken hostage, and whose injury is not covered under 13/8/1 or 13/13/1 of this Agreement, shall receive an examination by a Doctor of Psychiatry (MD) who is authorized to provide services under one of the State of Wisconsin's approved health insurance programs. If the diagnosis by the psychiatrist supports the employee's claim, the employee shall be eligible for the following Employer-provided benefits:

A. Psychiatrically-prescribed treatment and/or counseling services; and/or

B. A leave of absence without loss of pay or benefits for a period of time not to exceed forty five (45) calendar days from the date of the conclusion of the hostage event.

**13/18/3** If the psychiatrist determines that the employee is not fit to return to work within the forty five (45) calendar days provided under subsection b. above, or the employee needs continued treatment or counseling as provided under 13/18/2./a., above, all benefits provided under this section shall cease and the Employer shall place the employee on Workers' Compensation, as provided under 13/8 of this Agreement. The employee shall continue to be covered by Workers' Compensation until the psychiatrist determines the employee is fit to return to work. When the psychiatrist determines the employee is fit to return to work, the employee shall be returned to his/her original position or one of like or similar nature, as determined by the Employer.



## **ARTICLE XIV**

### **No Strike or Lockout**

#### **Section 1**

**14/1/1** Inasmuch as this Agreement provides machinery for the orderly resolution of disputes which relate to this Agreement by an impartial third party, the Employer and Union recognize their mutual responsibility to provide for uninterrupted services. Therefore, for the mutual duration of this Agreement:

**14/1/2** A. The Union agrees that neither it, its officers, agents, representatives or members, individually or collectively, will authorize, instigate, cause, aid, condone, or take part in any strike, work stoppage, sit-down, stay-in, slowdown or other concerted interruption of operations or services by employees (including purported mass resignations or sick calls) or any concomitant thereof. The Union agrees that the Employer has the right to deal with any such strike activity by:

1. Imposing discipline, including discharge or suspension without pay on any, some, or all of the employees participating therein, and/or on any, some, or all of the leaders of the labor organization who so participate, as the Employer may choose;
2. Canceling the civil service status of any employee engaging therein;
3. Seeking an injunction and/or requesting the imposition of fines either against the Union and/or the employee(s) engaging therein, and/or suing for damages because of such strike activity.

**14/1/3** When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity, the Union will immediately, in writing, order such employees to return to work, provide the Employer with a copy of such order by certified mail within twenty four (24) hours of receipt of the notification from the Employer, and a responsible officer of the Union will publicly order the striking employees to discontinue such conduct through the medium of local newspapers and/or local radio. Failure of the Union to take such action will be considered in determining whether or not the Union caused or authorized, directly, or indirectly, the strike. This clause is not subject to the arbitration provisions of this Agreement but will be enforced by the ordinary processes of law.

**14/1/4** B. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout.

#### **Section 2**

**14/2/1** In the event a dispute arises between the parties hereto with respect to whether or not the Union or any of its officers, agents or representatives, has caused or authorized, either directly or indirectly, a strike, work stoppage, sit-down, stay-in, slowdown or other concerted interruption of operations or services by employees, or in the event of a dispute arising as to whether or not the Employer has locked out employees, such disputes will be settled as provided in Article IV of this Agreement. This Section will not affect the right of the Employer to deal with any strike activity pursuant to Section 1 of this Article.

## **ARTICLE XV**

### **General**

#### **Section 1 Obligation to Bargain**

**15/1/1** This Agreement represents the entire Agreement of the parties and will supersede all previous agreements, written or verbal. The parties agree that the provisions of this Agreement will supersede any provisions of the rules of the Administrator, Division of Personnel and the Personnel Board relating to any of the subjects of collective bargaining. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### **Section 2 Local Agreements**

**15/2/1** Local agreements, to be binding, must be in writing and will be effective for the term of the collective bargaining agreement and any extensions thereof.

#### **Section 3 Partial Invalidity**

**15/3/1** Should any party to this Agreement or any provision contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision will not invalidate the remaining portions hereof and they will remain in full force and effect.

#### **Section 4 Definition of Probationary Employee**

**15/4/1** The term “probationary employee” as used in this Agreement relates to all employees serving any probationary period as provided in s. 230.28, Wis. Stats., and Wisconsin Administrative Code, Rules of the Division of Merit Recruitment and Selection.

**15/4/2** The inclusion of this Section in the Agreement is for informational purposes only and does not constitute bargaining with respect to the subject matter of this Section. Further, any amendment to the aforementioned law or rule governing probationary periods will require an immediate amendment to this Section.

#### **Section 5 Definition of Appointing Authority**

**15/5/1** For purposes of this Agreement, the appointing authority will be defined as the person having final decision making authority in any agency.

**Section 6    Retroactivity**

**15/6/1**        No provision in this contract will be retroactive unless specifically so stated.

## **ARTICLE XVI**

### **Termination of Agreement**

**16/1/1** The terms and conditions of this Agreement will continue in full force and effect commencing on the day after publication (other than as specifically provided), and terminating on June 30, 2003, unless the parties mutually agree to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled except that the provisions of the grievance procedure will continue in effect for such period of time as is necessary to complete the processing of any grievance presented prior to the termination of the Agreement.

## **ARTICLE XVII**

### **Ratification**

**17/1/1** This Agreement has been ratified by the Union membership in accordance with their constitution and approved by the Joint Committee on Employment Relations, both houses of the Legislature and the Governor in accordance with the State Employment Labor Relations Act.

**17/1/2** Dated this seventeenth day of May, 2003.

**NEGOTIATING NOTE #1**  
**2001-2003 AGREEMENT**

During the term of this Agreement, the Employer agrees, within the limits of funds provided for this purpose, to provide assistance to permanent bargaining unit employees of the Department of Health and Family Services' Centers for the Developmentally Disabled who have either received their notice of layoff or who voluntarily acquire other employment and, in so doing, prevent a layoff. In order for employees in the latter category (layoff prevention) to be considered eligible for assistance under this Agreement, they must meet the following eligibility requirements:

A. They must be in a position which is included in the job classification(s) which has been identified for layoff as required 8/2, of the Agreement.

B. The employee must acquire other employment (either within or outside of state service) within the notice period required under 8/2.

C. Only that number of employees required to meet the number of position reductions identified in the notice provided to the Union under 8/2, will receive assistance.

D. Reimbursement will be made, per item C., above, on a "first come, first served" basis until the specific number of position vacancies has been achieved. Additional vacancies, due to employee turnover, which occur beyond the pre-identified number of vacancies which has been met will not be reimbursed under the provisions of this Negotiating Note.

The following benefits shall be provided to employees meeting the eligibility requirements as noted above:

1. Where applicable, employees shall receive benefits under s. 20.917, Wis. Stats.

2. The Department shall also provide the following supplemental benefits where provisions of s. 20.917, Wis. Stats., do not apply:

- a. All or a portion of one month's rent;
- b. All or a portion of a rental security deposit, not to exceed one month's rent;
- c. The cost of all or a portion of actual moving expenses, not to exceed one thousand dollars (\$1,000.00); and,
- d. The cost of transportation between the employee's home and headquarters city, not to exceed the cost of two (2) round trips.

3. The Department shall provide leave with pay and shall reimburse employees of the Centers once for travel, meal, and lodging costs associated with selection and participation in a pre-service training program under s. 46.057, Wis. Stats., if costs are not funded under s. 20.435(3)(jp), Wis. Stats.

Notwithstanding the above, employees who have received notice of layoff or employees subject to the eligibility requirements of C. and D. above shall be eligible to receive:

- a. up to sixteen (16) hours paid leave time for the purposes of attending interviews or examinations in state service, and
- b. teacher placement services at the University of Wisconsin without cost to the employee.

**NEGOTIATING NOTE #2**  
**2001-2003 AGREEMENT**

Supplemental add-ons to base pay for Teachers will not be included when calculating sick leave conversion credits upon retirement, unless amended by Wisconsin Statutes.

**NEGOTIATING NOTE #3**  
**2001-2003 AGREEMENT**

Employees of the Division of Youth Services schools whose services are not required by the Employer during summer or vacation periods and who are not required by the Employer to cover their absences with annual leave, legal holiday or earned compensatory time, will be granted a leave of absence without pay.

**NEGOTIATING NOTE #4**  
**2001-2003 AGREEMENT**

A. No grievance may be taken to mediation except by mutual consent of the parties.

B. The grievant shall have the right to be present at the mediation conference. The grievant will suffer no loss in pay if he/she attends during his/her regularly scheduled hours of work.

C. Each party shall have one principal spokesperson at the mediation conference.

D. Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one copy of the written grievance, to be used solely for the purposes of the statistical analysis.

E. Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at Step Two or Three of the grievance proceedings, the rules of evidence will not apply, and no record of the mediation conference shall be made.

F. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.

G. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision, unless both parties agree that no decision shall be provided.

H. The mediator shall state the grounds of his advisory decision.

I. The advisory decision of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties otherwise agree.

J. If no settlement is reached at mediation, the parties are free to arbitrate.

K. In the event that a grievance which has been mediated subsequently goes to arbitration, no person serving as a mediator between these parties may serve as arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party for the first time in the mediation conference may be used against it at arbitration.

L. The mediator shall conduct no more than three mediation conferences per day.

M. The mediator's fee and expenses will be divided equally between the parties.

N. The parties shall choose a panel of seven (7) mediators by mutual agreement from a list provided by either the Wisconsin Employment Relations Commission (WERC) or the Mediation Research and Education Project (MREP).

O. The parties will schedule a mediation conference with a mediator from the panel at the earliest possible date. Mediation conferences will take place at a mutually convenient location and time.

## **NEGOTIATING NOTE #5**

### **2001-2003 AGREEMENT**

#### **Americans with Disabilities Act**

The Union and the Employer agree that the language of the Agreement shall be interpreted and applied in a manner consistent with the requirements of the Americans with Disabilities Act (ADA) as applicable, as amended. Any disputes which arise concerning implementation of the ADA shall not be subject to the Grievance procedure as outlined in Article IV.



**NEGOTIATING NOTE #6A**  
**2001-2003 AGREEMENT**

Listed below are the flat rates by experience for specific activities to be performed at the Wisconsin Center for the Blind and Visually Impaired (WCBVI) and the Wisconsin Education Services Program for the Deaf and Hard of Hearing (WESPDHH).

The following activities will qualify for lump sum payment at the following rates:

Years of Experience In Activity

	0 but less Less than 3	At least 3 but Less than 7	7 or More
Athletic Director <u>WESPDHH</u>	\$3820	\$4240	\$4650
Athletic Director <u>WCBVI</u>	<u>1500</u>	<u>1820</u>	<u>2135</u>
Basketball Head Coach <u>WESPDHH</u> (2)	3385	3800	4220
Basketball Ass't Coach - <u>WESPDHH</u> (3)	2400	2715	3030
Cheerleading Coach <u>WESPDHH</u> (2)	1310	1630	1945
Cheerleading Coach <u>WCBVI</u> (2)	<u>2400</u>	<u>2715</u>	<u>3030</u>
Football Head Coach <u>WESPDHH</u>	3820	4240	4650
Football Ass't Coach <u>WESPDHH</u> (2)	2840	3150	3460
*Middle School Head Coach <u>WESPDHH</u> (2)	2400	2715	3030
Softball Head Coach <u>WESPDHH</u>	3060	3475	3890
Softball Ass't Coach <u>WESPDHH</u>	2185	2500	2810
Special Olympics Head Coach <u>WESPDHH</u>	3060	3475	3890
Special Olympics Ass't Coach <u>WESPDHH</u> (5)	2185	2500	2810
Special Olympics Agency Representative <u>WESPDHH</u>	980	1300	1620
Swimming Coach <u>WCBVI</u>	3385	3800	4220
Track & Field Head Coach <u>WESPDHH</u>	3275	3695	4110
Track & Field Ass't Coach <u>WESPDHH</u>	2400	2715	3030
Track/Cross Country Coach <u>WCBVI</u>	3385	3800	4220
Track & Field Coach <u>WCBVI</u>	3385	3800	4220
Volleyball Head Coach <u>WESPDHH</u>	3385	3800	4220
Volleyball Ass't Coach <u>WESPDHH</u>	2400	2715	3030
Wrestling Coach <u>WCBVI</u> (2)	3385	3800	4220
Goal Ball Coach <u>WCBVI</u>	1310	1630	1945
Archives <u>WESPDHH</u>	655	870	1080
Art Activities Displays <u>WESPDHH</u> (2)	1090	1300	1515
ASL Club Sponsor <u>WESPDHH</u> (3)	1310	1740	2160

Band <u>WCBVI</u>	<u>1923</u>	<u>2312</u>	<u>2700</u>
Co-op Program at Van Buren <u>WCBVI</u>	2620	3040	3460
Co-op Program at Edison <u>WCBVI</u>	2620	3040	3460
Co-op Program at BTC/U-Rock <u>WCBVI</u>	1310	1520	1730
Co-op Program at Parker High School <u>WCBVI</u>	<u>2620</u>	<u>3040</u>	<u>3460</u>
Drama Club Sponsor <u>WCBVI</u> (2)	<u>1530</u>	<u>1955</u>	<u>2380</u>
Drama Club Sponsor <u>WESPDHH</u> (2)	1530	1955	2380
Drama Club Costume Designer <u>WESPDHH</u> (2)	875	1085	1300
Drama Club Construction Designer <u>WESPDHH</u>	545	760	975
Elementary Pep Club Sponsor <u>WESPDHH</u> (2)	1310	1740	2160
Elementary Rhythm Club Sponsor <u>WESPDHH</u> (2)	1260	1680	2100
Firebird Deaf Club <u>WESPDHH</u>	1310	1740	2160
Judicial Board Sponsor <u>WESPDHH</u>	1310	1740	2160
Academic Bowl Advisor <u>WESPDHH</u>	655	870	1080
Forensics <u>WCBVI</u> (2)	2400	2715	3030
Graduate Survey Coordinator <u>WCBVI</u>	<u>655</u>	<u>870</u>	<u>1080</u>
Healthy Choices <u>WESPDHH</u>	1260	1680	2100
ACE <u>WESPDHH</u> (2)	655	870	1080
Jr. NAD Advisor <u>WESPDHH</u>	<u>2185</u>	<u>2500</u>	<u>2810</u>
Junior/Senior Class Advisor <u>WESPDHH</u> (4)	2185	2500	2810
National Honor Society <u>WESPDHH</u>	545	760	975
Quiz Bowl Advisor <u>WCBVI</u>	<u>655</u>	<u>870</u>	<u>1080</u>
Rocketry Club Sponsor <u>WESPDHH</u>	545	760	975
School Reporter <u>WCBVI</u>	<u>1530</u>	<u>1850</u>	<u>2160</u>
Science Resource Room <u>WESPDHH</u>	655	870	1080
Student Body Advisor – High School <u>WESPDHH</u>	2185	2500	2810
Student Body Advisor – Middle School <u>WESPDHH</u>	1090	1300	1515
Senior Class Advisor <u>WCBVI</u>	765	925	1080
Senior Yearbook Advisor <u>WESPDHH</u>	2185	2500	2810
Senior Yearbook Asst. Advisor <u>WESPDHH</u>	<u>1310</u>	<u>1740</u>	<u>2160</u>
Senior Yearbook Coordinator <u>WCBVI</u> (2)	2075	2500	2920
Senior Yearbook Graphics <u>WESPDHH</u>	<u>875</u>	<u>1085</u>	<u>1300</u>
Senior Yearbook Photographer <u>WCBVI</u>	325	435	540
Sign Song Dancers Coach <u>WESPDHH</u>	1310	1740	2160
Student Council Sponsor <u>WCBVI</u> (2)	765	925	1080

**Family ASL Instructor <u>WESPDHH</u> (4)	1090	1300	1515
<u>Teacher Mentor WESPDHH (4)</u>	<u>1090</u>	<u>1300</u>	<u>1515</u>
<u>Teacher Mentor Coordinator WESPDHH</u>	<u>2185</u>	<u>2500</u>	<u>2810</u>
Wisconsin Times Co-Editor <u>WESPDHH</u> (2)	1530	1850	2160
Wisconsin Times Assoc. Editor <u>WESPDHH</u>	655	870	1080
Wisconsin Times Sports Editor <u>WESPDHH</u>	1200	1630	2055
Wisconsin Times AED Reporter <u>WESPDHH</u>	545	760	975
Wisconsin Times Elementary Reporter <u>WESPDHH</u>	545	760	975
Wisconsin Times Jr/Sr High Reporter <u>WESPDHH</u>	545	760	975
Wisconsin Times Circulation <u>WESPDHH</u>	1090	1300	1515
***Curriculum Development	775		
****ASL Performance Index evaluator/rater <u>WESPDHH</u>	<u>25</u>		

Timers/Scorers:

\*\*\*\*\*570 hrs. @ \$17.50/hr WESPDHH

\*\*\*\*\*220 hrs. @ \$17.50/hr WCBVI

Employees performing activities which occur entirely within a single semester will receive payment of the applicable corresponding lump sum amount as soon after the conclusion of the season associated with the activity as is administratively feasible.

Employees performing activities which occur within both semesters will receive one-half of the applicable corresponding lump sum amount as soon after the completion of each of the two school-year semesters as is administratively feasible.

\*Unspecified coaching positions at WESPDHH will be used for other sports, depending on student interest.

\*\*Instructors will teach ASL to family members of WESPDHH students. Four classes are anticipated (beginning level for adults, second year for adults, ASL for older siblings and ASL for younger siblings.) Instructors must be fluent in ASL and have taken course work in teaching ASL.

\*\*\*Up to ten (10) full time or twenty (20) half time positions are authorized at each school.

\*\*\*\*Up to one hundred forty (140) rating in a year.

\*\*\*\*\*Total number of hours available.

**NEGOTIATING NOTE #6B**  
**2001-2003 AGREEMENT**

For informational purposes, only:

**DEPARTMENT OF PUBLIC INSTRUCTION COMPENSATORY TIME POLICY**  
Effective July 1, 1994

**M-Team Duties**

Parent phone conference  
Preschool conference (WSVH)  
Meetings/inservice past 4:00 p.m.  
Chaperon for events/programs  
Summer school registration  
Administrative assistance  
Driver  
Tutoring  
Low vision clinic (WSVH)  
At risk assistance  
Close up committee (WSVH)  
Accreditation committee  
Psycho-education evaluation (WSVH)  
Textbook inventory  
ASL class (WSD)  
College fair chaperon (WSD)  
Bus loading (WSVH)  
Textbook committee  
Public relations activities  
Scoring/timing for events  
Taking/transcribing minutes

**IEP Duties**

Substitute teaching  
School registration  
Staff Development Committee  
Scoring achievement tests (WSVH)  
Demographic study (WSVH)  
Teacher/dorm communication  
Night O&M classes (WSVH)  
Dorm DLS inservice (WSVH)  
Lunchroom and playground supervision  
Committee work  
Close Up Coordinator (WSVH)  
Accreditation coordinator  
School newspaper  
Computer coordinator  
CSSD tournament assignments (WSD)  
Department chairs/coordinators  
Jr. High awards programs sponsors  
Evening library duties  
Forensics judging  
Material preparation/adaptation

Not all activities listed above exist in both schools. Not all activities will be assigned in a given year. Determination of which activities will be offered will be made by the school superintendent. Management retains the right to add appropriate activities to this list and will engage the Union in discussion regarding additional activities before they are made. All teachers will be assigned M-team, IEP, teacher conference, registration and material preparation/adaptation duties. Managers and teachers at each school will locally develop a method of assigning the remaining duties.

Teachers will perform these assignments in addition to their teaching and instructional preparation duties. Assignments must be satisfactorily carried out. Performance standards will be set for these activities in the same way annual performance standards are established. Teachers who satisfactorily complete these activities will remain in pay status during recess periods. Disputes involving performance may be resolved through the grievance process.

The length of the school year will be 213 days for 10 month teachers and 234 days for 11 month teachers.

**NEGOTIATING NOTE #7**  
**2001-2003 AGREEMENT**

Both the Employer and the Union agree that changing technologies in the work place significantly enhance communications not only internally, but also externally. Computer, fax machines, e-mail, Internet access, multi-media and video conferencing to name a few, have changed the dynamics of the workplace. Because of the continuing expansion and enhanced capabilities with these technologies, the Employer and the Union agree to establish a state-wide committee to discuss, and upon mutual agreement, implement policies pertaining to the Union's ability and responsibilities in utilizing these new technologies.

## **MEMORANDUM OF UNDERSTANDING #1**

August 11, 1997

Michael Moore, Executive Director  
State Professional Education Information Council #1  
Suite 210  
152 West Johnson Street  
Madison, WI 53703

Dear Mike:

In recognition of a potential layoff of teachers at the Wisconsin School for the Visually Handicapped (WSVH) in July 1998, the Department of Public Instruction is formally notifying you of our intent to provide layoff assistance in accordance with Article VIII, Section 12 of the bargaining Agreement between the State of Wisconsin and the Wisconsin Education Association Council. Specifically, the department will provide the following to teachers who have received a formal notice of at-risk status:

Up to forty (40) hours without loss of pay to attend job training. We ask that teachers attending job training courses or seminars notify WSVH management at least five (5) workdays prior to anticipated absences whenever possible.

Assistance and training in the preparation of a resume.

Up to forty (40) hours time without loss of pay for job search activities, including interviews and examinations. This time is in addition to the sixteen (16) hours provided for examinations and interviews under Article XIII, Section 15 of the contract. We again ask that teachers notify WSVH management at least five (5) workdays prior to anticipated absences whenever possible.

Unpaid leave of absence for interviews, examinations, and other job search activities when the paid provisions listed above are exhausted.

Use of WSVH computers, copy machines, facsimile machines, telephones and other office equipment for job search activities.

Teacher placement services through the University of Wisconsin at no charge to the teachers.

Use of WSVH computers to access the Layoff Referral System (LRS). Teachers will be allowed to access the LRS during work hours, during preparation periods or lunch breaks.

In addition to the contract provisions outlined above, the department will provide the following services:

Human Resource Services staff will visit the WSVH campus on a regularly scheduled basis to provide career counseling and other assistance to at-risk employees.

I will contact school district administrators with personal references for teachers seeking positions in Wisconsin local school districts.

The department will meet with the Union to explore special needs for those teachers with visual impairments and/or other disabilities.

As I have stated to you, I am committed to helping WSVH teachers find teaching positions. The services listed above are the minimum the department intends to provide WSVH teachers who are at-risk of layoff and will be offered to all at-risk teachers while employed at WSVH. Other services may be provided as needs arise.

Sincerely,

John T. Benson  
State Superintendent

## **MEMORANDUM OF UNDERSTANDING #2**

### **DEPARTMENT OF CORRECTIONS**

The parties agree that the following disbursement schedule will be implemented effective July 1, 2000, for those Department of Corrections (DOC) teachers for whom EEN/SPED certification is a condition of employment:

Level	Number of Credits	Disbursement
1	0-11	---
2	12-23	\$ 350
3	24 or more	\$ 500
4	Completion of Certification	\$1,000

Teachers who commence employment with DOC on or after July 1, 2000, will be placed at the level corresponding to the number of credits earned toward their EEN/SPED certification as of the date they commence their employment as a Teacher. In order to determine initial placement on this schedule, the employee shall provide a transcript to the Education Director, within sixty (60) days of appointment, identifying relevant EEN/SPED credits.

Teachers who commenced employment with DOC prior to July 1, 2000, will be placed at the level corresponding to the number of credits they have earned as of July 1, 2000. In order to determine initial placement on this schedule, the employee shall provide a transcript to the Education Director, by September 1, 2000, identifying relevant EEN/SPED credits.

Initial placement on this schedule will not entitle teachers to any disbursement at the time of placement.

Upon completing the number of credits needed to move to the next higher level, teachers will be entitled to a disbursement equal to the amount corresponding to the new higher level. When an employee has completed the number of credits needed to move to the next level, it shall be the responsibility of the employee to provide to the Education Director a transcript, grade report or certificate of completion, within sixty (60) days, identifying the relevant EEN/SPED credits. Failure to provide the necessary documents to the Education Director within sixty (60) days of earning the credits will result in forfeiture of disbursement. Disbursement for relevant EEN/SPED credits will be made within sixty (60) days following the Education Director's receipt of the documents. The Employer shall be responsible for tracking and verifying relevant credits.



### **MEMORANDUM OF UNDERSTANDING #3**

#### **Parking/Public Transit Account**

It is possible that, during the life of this agreement, the Department of Employee Trust Funds (DETF) will develop an account system similar to or part of the Employee Reimbursement Account (ERA) Program that will allow state employees to pay for work-related parking and transit on a pre-tax basis. The Employer and Union agree that if such an account system is developed and implemented, employees covered under this agreement will be allowed to participate in the system. By agreeing to allow such participation, the Employer and Union also agree that all dates, rules and conditions established by the DETF for the system's implementation and administration will apply.

### **MEMORANDUM OF UNDERSTANDING #4** **2001 – 2003 AGREEMENT**

The Employer and the Union agree that it is in their mutual interest to create and maintain a strong relationship between Labor and Management at all levels of state government at work sites across Wisconsin.

It is further agreed that the Union and Management will cooperate in a supportive environment to achieve mutually agreed upon results. It is clearly understood by the parties that people want to cooperate and work more effectively and that productivity, performance and effectiveness will improve as the result of improved cooperation. Such cooperation is intended to create opportunities for each employee (whether Union official or Manager, represented or non-represented employee) to work individually and collectively to strengthen and change state government for the better.

It is agreed that the emphasis will be on achieving mutual gain through working together by separating people and personalities from issues and problems, focusing on "interests" rather than "positions" and emphasizing objective rather than personally subjective criteria and data to evaluate and select options.

Finally, it is agreed that in the interest of fostering a strong Labor/Management relationship, all employees will be treated with dignity and respect.

It is with these goals in mind that we ask all appointing authorities and Union officials to take steps toward "institutionalizing" cooperative and collaborative work improvement projects at all levels of state government. It is expected that the parties will identify mutual problems and concerns and will mutually develop action plans for their resolution. Further, it is recommended that project teams, committees, or work groups be created as the need arises to facilitate the problem solving process.

Upon the mutual request of the appointing authority and the local Union, the Employer and appropriate Union staff will provide technical assistance to local employing units by providing training and on-site assistance to Union/Management teams at specific work sites. The Employer and Union may also agree to pilot unique solutions not specifically authorized by

other language of this contract, to solve workplace problems. In the event that such solutions include the granting of additional benefits to employees (e.g., compensatory time), authorization from the Department of Employment Relations must be received prior to implementation.

**MEMORANDUM OF UNDERSTANDING #5**  
**2001 – 2003 AGREEMENT**

**CALCULATION OF VACATION HOURS DUE TO DELAY**  
**IN AGREEMENT IMPLEMENTATION**

A. The parties agree that vacation hours shall be granted to employees for the period beginning July 1, 2001 to the effective date of the Agreement. Except as noted in B. and C., below, an employee in pay status as of the effective date of this Agreement will receive vacation hours equal to what would have been received under the new vacation schedule shown in Article 13/6/2, for all hours in pay status in a bargaining unit classification from July 1, 2001, to the effective date of the Agreement, minus the amount actually received for that time period.

B. Eligible employees on leave of absence from a bargaining unit position during the period July 1, 2001 to the effective date of the Agreement, will not receive vacation hours under A., above, until they return to pay status in an eligible position during the term of this Agreement.

C. Employees who were laid off from a bargaining unit position during the period July 1, 2001 to the effective date of the Agreement will receive a lump sum payment for the value of vacation hours calculated under A., above, for hours in pay status in a bargaining unit classification from July 1, 2001 to the date of layoff.

D. Vacation hours calculated under A., above, will be credited as termination/sabbatical leave and recorded on employee check stubs as soon as administratively feasible. Such hours will be credited as termination/sabbatical leave even if an employee is not eligible for termination/sabbatical leave pursuant to other provisions of this Agreement.

**MEMORANDUM OF UNDERSTANDING #6**

**2001-2003**

**ONE-TIME BASE PAY MARKET EQUITY ADJUSTMENT**

Effective June 15, 2003, the following employees who were not initially hired above the minimum of the pay range and who are as of June 15, 2003, below the midpoint of the pay range, unless agreed upon by the parties, will receive a one-time base pay market equity adjustment in the indicated amounts:

<u>EMPLOYEE NAME</u>	<u>CLASSIFICATION</u>	<u>HOURLY AMOUNT</u>
<u>Mark Johnson</u>	<u>Education Consultant</u>	<u>\$0.309</u>
<u>Kyle Krause</u>	<u>Archivist</u>	<u>1.594</u>
<u>Lee Grady</u>	<u>Archivist</u>	<u>1.008</u>
<u>Helmut Knies</u>	<u>Archivist</u>	<u>1.008</u>
<u>Dee Grimsrud</u>	<u>Archivist</u>	<u>0.716</u>
<u>Bradley Adams</u>	<u>School Administration Consultant</u>	<u>5.000</u>
<u>Norman Meinholz</u>	<u>Curator</u>	<u>0.716</u>
<u>Scott Roller</u>	<u>Curator</u>	<u>0.716</u>
<u>Nancy Hoffman</u>	<u>Curator</u>	<u>0.130</u>

For the purposes of this memorandum, the midpoints of the pay range on June 15, 2003, will be as follows:

<u>Pay range :</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
	<u>18.221</u>	<u>19.999</u>	<u>23.675</u>	<u>27.908</u>	<u>20.804</u>

## APPENDIX A

### Supplemental Add-on Amounts for Educational Credits for Teacher

#### Number of Credits Beyond Bachelor's Degree

Bachelor's Degree plus: 6	12	18	24	30	36	42	48	54	
Master's Degree plus:-	--	--	--	--		6	12	18	24

#### Official Hourly Supplements to Base Pay

#### Teacher

\$0.85   \$1.10   \$1.35   \$1.60   \$1.85   \$2.10   \$2.35   \$2.60   \$2.85

**APPENDIX B**  
**2001-2003 AGREEMENT**

**Supplemental Health Insurance Conversion Credits Upon Retirement**

<b>Years of Adjusted Continuous Service</b>	<b>Maximum Matching Credits - General</b>	<b>Maximum Matching Credits - Protective</b>
15	780	1170
16	832	1248
17	884	1326
18	936	1404
19	988	1482
20	1040	1560
21	1092	1638
22	1144	1716
23	1196	1794
24	1248	1872
25	1352	1976
26	1456	2080
For each additional year:	Add 104 hours	Add 104 hours

**APPENDIX C**  
**2001-2003 Pay Ranges**

Effective Until The Effective Date of the Contract			
Range	Minimum	Maximum	WRPS
1	14.990	26.233	0.450
2	16.013	28.023	0.481
3	19.437	34.015	0.584
4	22.678	39.687	0.681
5	16.002	28.004	0.481
Effective The First Pay Period After Contract Effective Date Through December 28, 2002			
Range	Minimum	Maximum	WRPS
1	15.290	26.758	0.459
2	16.334	28.585	0.491
3	19.826	34.696	0.595
4	23.132	40.481	0.694
5	16.323	28.566	0.490
Effective December 29, 2002 through April 5, 2003			
Range	Minimum	Maximum	WRPS
1	15.650	27.388	0.470
2	16.694	29.215	0.501
3	20.186	35.326	0.606
4	23.492	41.111	0.705
5	16.683	29.196	0.501

Effective April 6, 2003 through June 30, 2003			
Range	Minimum	Maximum	WRPS
1	16.042	28.074	0.482
2	17.112	29.946	0.514
3	20.691	36.210	0.621
4	24.080	42.140	0.723
5	17.101	29.927	0.514

## **BARGAINING TEAMS**

### **MANAGEMENT BARGAINING TEAM**

Karen E. Timberlake, Secretary  
Department of Employment Relations

James A. Pankratz  
Department of Employment Relations

Frederick J. Bau, Chief Spokesperson  
Department of Employment Relations

Jill Thomas  
Department of Employment Relations

John Vincent  
Department of Employment Relations

John Wiesman  
Department of Employment Relations

Wil Mickelson  
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